

HARRIS AND HARRIS

By: Stephen B. Harris, Esquire

Attorney for Plaintiff

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IN THE COURT OF COMMON PLEAS OF BUCKS COUNTY, PENNSYLVANIA
CIVIL ACTION – LAW

ALDIE FOUNDATION a/k/a
ALDIE FOUNDATION, INC.

: No. 2018-00015

:

:

v.

:

:

REDEVELOPMENT AUTHORITY OF THE
COUNTY OF BUCKS

:

:

and

:

WARMINSTER TOWNSHIP

:

and

:

HORSHAM LAND REDEVELOPMENT
AUTHORITY

:

:

and

:

USA DEPARTMENT OF NAVY

:

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Bucks County Bar Association

135 East State Street

Doylestown, PA 18901

Phone (215) 348-9413, 1-800-479-8585

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PA Bar Association: www.pabar.org

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CIVIL ACTION – LAW

| | | |
|------------------------------------------|---|----------------|
| ALDIE FOUNDATION a/k/a | : | No. 2018-00015 |
| ALDIE FOUNDATION, INC. | : | |
| 11 Welden Drive | : | |
| Doylestown, PA 18901 | : | |
| v. | : | |
| REDEVELOPMENT AUTHORITY OF THE | : | |
| COUNTY OF BUCKS | : | |
| 216 Pond Street | : | |
| Bristol, PA 19007 | : | |
| and | : | |
| WARMINSTER TOWNSHIP | : | |
| 401 Gibson Avenue | : | |
| Warminster, PA 18974 | : | |
| and | : | |
| HORSHAM LAND REDEVELOPMENT | : | |
| AUTHORITY | : | |
| 1025 Horsham Road | : | |
| Horsham, PA 19044 | : | |
| and | : | |
| USA DEPARTMENT OF NAVY | : | |
| c/o Base Realignment and Closure Program | : | |
| Management Office East | : | |
| 4911 South Broad Street | : | |
| Philadelphia, PA 19112 | : | |

COMPLAINT

AND NOW COMES the Plaintiff, Aldie Foundation a/k/a Aldie Foundation, Inc., by its attorneys, Harris and Harris, and avers as follows:

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1. Plaintiff, Aldie Foundation, also known as Aldie Foundation, Inc. is a Pennsylvania not for profit corporation (“Aldie”), with offices located at 11 Welden Drive, Doylestown, PA 18901.

2. Defendant, the Redevelopment Authority of the County of Bucks (the “Redevelopment Authority”), is a duly constituted redevelopment authority with offices located at 216 Pond Street, Bristol, PA 19007.

3. Defendant, Warminster Township (“Township”), is Township of the Second Class, with offices located at 401 Gibson Avenue, Warminster, PA 18974.

4. Defendant, the Horsham Land Redevelopment Authority (the “HLRA”), is a federally recognized local redevelopment authority with offices located at 1025 Horsham Road, Horsham, PA 19044, which has the responsibility of implementing an approved Reuse Plan for the Base.

5. Defendant, the USA Department of Navy (the “Navy”), is a branch of the armed forces of the United States of America operating through the by the Base Realignment and Closure Program Management Office East with offices located at 4911 South Broad Street, Philadelphia, PA 19112.

6. The Naval Air Station Joint Reserve Base, Willow Grove (the “Base”), is an armed forces base owned by the Department of Navy, the closure of which is managed by the Base Realignment and Closure Program Management Office East with offices located at 4911 South Broad Street, Philadelphia, PA 19112.

7. The Base, which is located in Bucks and Montgomery Counties, Pennsylvania, was recommended for closure by the 2005 Base Closure and Realignment Committee.

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8. The property at the Base is being disposed of by the Department of Defense operating through the Navy pursuant to the Defense Base Closure and Realignment Act of 1990, as amended, (the “Base Closure Act”), 10 U.S.C. §2687, note §§2901 et seq.

9. The Horsham Township Authority for Naval Air Station Joint Reserve Base, Willow Grove (the “Horsham Township Authority for NASJRB”), is a duly constituted authority with offices located at 1025 Horsham Road, Horsham, PA 19044, that was formed to develop and approve a Reuse Plan for the closure of the Base required by the Base Closure Act.

10. A portion of the Base consisting of a residential development comprised of one hundred seventy-five (175) townhouse units on twenty-nine (29) acres is located on property in Bucks County known as Shenandoah Woods and more particularly identified as a portion of Bucks County Tax Map Parcel No. 49-024-015 (the “Property”).

11. The Property is owned by the Navy.

12. Township is the responsible land use jurisdiction for the Property, including the Shenandoah Woods Property (as defined in paragraph 17 hereof), which is located on and is part of the Property.

13. When a military base is closed the Secretary of Defense determines what base property remains useful either to the military or to another federal agency and designates the property that does not serve a continuing military or federal use as “excess property or surplus property”. 10 U.S.C. §2687, note §2905(b)(7)(B)(i)

14. The local redevelopment authority, in this case the Horsham Township Authority for NASJRB, then publicizes the property and consults with a variety of community groups to draft a Reuse Plan, which is intended to mitigate the economic dislocation caused by

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the Base closure and must include provisions for the homeless population in the area. 10 U.S.C. §2905(b)(7)(C)

15. Representatives of the homeless are then invited to submit a “Notice of Interest” (“NOI”) to the Horsham Township Authority for NASJRB that describes the applicant’s “need” for the property.

16. The Horsham Township Authority for NASJRB publicized the available excess or surplus property and requested Notices of Interest for, among others, use by homeless service providers.

17. Pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1994 (Pub. L. 103-421, enacted October 25, 1994, (the “Redevelopment Act”), Aldie submitted a Notice of Interest on July 15, 2009, as amended March 21, 2011, (the “Aldie NOI”), to acquire twenty (20) townhouse units located on the Property (the “Shenandoah Woods Property”) to assist the homeless population residing in Bucks and Montgomery Counties, Pennsylvania (the Shenandoah Woods Property is more particularly described in the Legally Binding Agreement discussed in paragraph 19 hereof).

18. The Horsham Township Authority for NASJRB determined that Aldie’s proposed use of the Shenandoah Woods Property for the homeless population in the area where the Property is located, as set forth in Aldie’s NOI, is consistent with the requirements of the Redevelopment Act and is also consistent with the long term goals of the Reuse Plan developed by the Horsham Township Authority for NASJRB.

19. The Horsham Township Authority for NASJRB then submitted to the United States Department of Housing and Urban Development (“HUD”) a Homeless Assistance Submission with a copy of a Legally Binding Agreement between the Horsham Township

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Authority for NASJRB, the Township and Aldie, which incorporates Aldie's NOI (a copy of the Legally Binding Agreement is attached hereto as Exhibit "A" and incorporated herein by reference).

20. The Legally Binding Agreement was entered into by the Horsham Township Authority for NASJRB, the Township and Aldie to comply with the applicable Federal Law, including the requirements of the Redevelopment Act, to address the needs of the homeless, and to further the reuse and redevelopment of the Property, including the Shenandoah Woods Property.

21. Section 1.03 of the Legally Binding Agreement provides as follows:

1.03 Conveyance of Shenandoah Woods Property. Immediately upon receiving title to the Shenandoah Woods Property from the Navy, the HLRA, in its sole discretion and after consultation with the Provider, will either (i) convey the Shenandoah Woods Property to the Provider in accordance with a quitclaim deed to the Shenandoah Woods Road Property ("**HLRA Deed**") in accordance with the Redevelopment Act, the Willow Grove Reuse Plan, the Aldie NOI and this Agreement so the Provider may implement the Aldie NOI at the Shenandoah Woods Property in a manner that will exclusively serve homeless persons who meet the definition of "homeless persons" as set forth in the McKinney-Vento Act (43 U.S.C. §11301 et seq.) ("**Homeless Purposes**") for a period of thirty (30) years ("**Restricted Use Period**"), or (ii) pay to the Provider in accordance with Reuse Plan, the fixed sum of three hundred fifty thousand dollars (\$350,000.00) as an accommodation (the "**Accommodation Payment**") to allow the Provider to provide addiction treatment services for homeless individuals at another location.

22. The Legally Binding Agreement provides that, upon HUD's approval of the Horsham Township Authority for NASJRB's Homeless Submission (which is Aldie's NOI), the Horsham Township Authority for NASJRB assigns all of its *rights and obligations* under the Legally Binding Agreement to the Township as the responsible land use jurisdiction (*see* Section 6.01 of the Legally Binding Agreement).

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23. Section 6.03 of the Legally Binding Agreement specifically provides as follows:

6.03 Approval of NOI Objectives. Warminster hereby endorses the purposes set forth in the Aldie NOI and agrees to faithfully implement this Agreement, including the no cost conveyance of the Shenandoah Woods Property to [Aldie] to accomplish the purposes set forth in the Aldie NOI and this Agreement.

24. The Aldie NOI states that its proposed program to serve the homeless population in the area is to provide:

A long term family transitional housing program that supports the recovery and fosters development of independent living skills, parenting skills and occupational development skills. Housing will be targeted to individuals and families who are in recovery (minimum 12 months clean and sober), but who lack adequate housing, meeting the definition for homeless as defined in the McKinney-Vento Act.

25. The Legally Binding Agreement is subject to three (3) contingencies. They are:

(a) HUD's approval of the Horsham Township Authority for NASJRB's Homeless Submission (see Section 3.1.1) which has been received. See Exhibit "B" attached hereto and incorporated herein by reference;

(b) Closure of the Base and disposal of the Shenandoah Woods property by the Navy in accordance with the approved Reuse Plan (see Section 3.1.2) which has occurred; and

(c) Designation by the Navy that the Shenandoah Woods Property is environmentally suitable for the intended purpose set forth in the Aldie NOI (see Section 3.1.3).

26. The finding of environmental suitability was issued by the Navy as a final Finding of Suitability to Transfer (the "FOST") dated September, 2015. The FOST noted:

An executed "Legally Binding Agreement " (LBA) among Horsham Township Authority for NAS-JRB Willow Grove, Warminster Township, and Aldie Foundation, Inc. . . .stated that after conveyance of the Shenandoah

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Woods Property to the HLRA, the HLRA will either implement the Aldie Foundation "Notice of Intent" (NOI) to serve homeless persons for a period of thirty years or pay the Aldie Foundation (Provider) a fixed sum of three hundred fifty thousand dollars (\$350,000.00) as an accommodation to allow the Aldie Foundation to provide addiction treatment services for homeless individuals at another location.

27. The FOST noted that perfluorinated compounds were found at or near the Shenandoah Woods property and that the Navy was going to undertake a remedial investigation thereof.

28. On August 21, 2017, David H. Hellman, Deputy Director NAVYFAC BRAC Program Management Office in Washington, D.C., issued an Errata Sheet to the FOST. The Errata Sheet provides that as a result of the finding of perfluorinated compounds in groundwater at levels above the EPA Safe Drinking Water Act Health Advisory Levels, Warminster Township determined that the Property was not developable due to groundwater restrictions inhibiting construction and site development. The Errata Sheet specifically states:

In 2017, the Township ultimately reached the conclusion it was no longer in the public interest for them to continue pursuing future residential development of the 29 acre land parcel, as outlined in the HLRA's Redevelopment Plan, and that it now desired to acquire the property for community recreation purposes and open space uses. The Township proposes to demolish and remove the existing structures and improvements, return the property to an open space condition.

The Navy's quitclaim deed will ensure that the property is used exclusively and in perpetuity for community recreation purposes and open space purposes. (emphasis added)

29. The Township's determination that the Property is not developable due to groundwater restrictions inhibiting construction and site development are equally applicable to the Shenandoah Woods Property that the Township was to transfer to Aldie for homeless purposes, as it is located within the twenty-nine (29) acres being acquired by the Township

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pursuant to a quitclaim deed from the Navy, which will provide that the Property will be used exclusively and in perpetuity for community recreation purposes and open space purposes.

30. The Legally Binding Agreement also states that in the event an environmental analysis indicates that the Shenandoah Woods Property is not suitable for homeless purposes as set forth in the Aldie NOI, the Horsham Township Authority for NASJRB (subsequently assigned to the HLRA), the Township, and Aldie will negotiate an alternate location on the Property to accommodate the Aldie NOI. (see Section 1.04 of the Legally Binding Agreement) However, as the deed from the Navy to the Township will contain a restriction that the Property must be used exclusively and in perpetuity for community recreation purposes and open space purposes, there is no alternate location on the Property to accommodate the Aldie NOI.

31. As the Township cannot convey the Shenandoah Woods Property to Aldie “in a manner that will exclusively serve persons who meet the definition of “homeless persons” as set forth in the McKinney-Vento Act, 42 U.S.C. §11301, et seq.”, Aldie is entitled to receive Three Hundred Fifty Thousand Dollars (\$350,000.00) as an accommodation to allow Aldie to provide addiction treatment services for homeless individuals at another location (the “Accommodation Payment”). (See Section 1.03 of the Legally Binding Agreement)

32. As a result of the Township’s determination that that the Shenandoah Woods Property is not developable due to groundwater restrictions inhibiting construction and site development, the Township and the Redevelopment Authority entered into a Cooperation Agreement on August 18, 2017 whereby the Redevelopment Authority agreed to serve as the Acquiring Agency for the Shenandoah Woods Property to facilitate, on behalf of the Township, the elimination of blight on the Property, including demolition of the existing improvements on the Property and making an environmental assessment of the Property for the purpose of

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determining the requirements and associated costs in connection with any final remediation of the Property necessary to allow the Property to be used by the Township as open space pursuant to the provisions of the Urban Redevelopment Law, Act of May 24, 1945, P.L. 991, 35 P.S. §1701, et seq. See Exhibit "C" attached hereto and incorporated herein by reference.

33. On August 18, 2017, the Township and the Redevelopment Authority also entered into a Straw Party Agreement to allow the Redevelopment Authority to acquire title to the Property, of which the Shenandoah Woods Property is a part. See Exhibit "D" attached hereto and incorporated herein by reference.

34. On August 17, 2017, the Warminster Township Board of Supervisors adopted a Motion to approve the Cooperation and Straw Party Agreements with the Bucks County Redevelopment Authority in which the Township Solicitor announced:

These Agreements will allow the Township to acquire Shenandoah Woods from the Navy through the Bucks County Redevelopment Authority (RDA). The Navy has agreed to sell the property to the Township for \$1 Million and *the Township will permanently preserve the property as open space by deed restriction.* The RDA will perform all the demolition and remediation of the property and then turn it over to the Township as open space.

See Exhibit "E" attached hereto and incorporated herein by reference (emphasis added).

35. The Township Solicitor's comments are supported by the provisions of the Offer to Purchase between the Redevelopment Authority and the Navy attached to the Cooperation Agreement as Exhibit "A", which states that the deed conveying the Property from the Navy to the Redevelopment Authority will include a covenant ensuring that the Property "shall be used and maintained exclusively for public recreation purposes for which it was conveyed in perpetuity"

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36. On November 16, 2017, the Board of Supervisors approved a Seven Million Dollars (\$7,000,000.00) loan to acquire the Property, including the Shenandoah Woods Property that was to be transferred to Aldie, in accordance with the terms of the Cooperation and Straw Party Agreements that were approved by the Township in August 2017. See Exhibit “F” attached hereto and incorporated herein by reference.

37. The Township and the Redevelopment Authority have jointly negotiated an Offer to Purchase Agreement from the Department of Navy to purchase the entire twenty-nine (29) acres of the Property, of which the Shenandoah Woods Property is a part, for a purchase price of One Million Dollars (\$1,000,000.00), which is attached to the Cooperation Agreement as Exhibit “A” (The Cooperation Agreement is attached as Exhibit “C” to this Complaint and incorporated herein by reference.

38. Disposal of Federal property for homeless purposes, including disposal in accordance with the Defense Base Closure and Realignment Act of 1990, 100 U.S.C. §§2901 *et seq.*, as amended, requires that such disposal shall be without consideration (see *Id.* §§2905(b)(7)(K)(iv) and 2905(b)(7)(L)(iv)(IV)) and, the Base Closure Community Redevelopment Homeless Assistance Act of 1994, Pub. L. 103-421, §2(a) (amending 10 U.S.C. §2905(b) to add a new paragraph 7 including 7(K) and 7(L) to provide that disposal for assistance to homeless “shall be without consideration”). See also Title V of the McKinney-Vento Homeless Assistance Act, 42 U.S.C. §§11411 *et seq.*

39. As property for homeless assistance cannot be disposed of by the Navy for any compensation in accordance with the applicable laws, the value of such property cannot be included in the amounts demanded by the Navy for the entire twenty-nine (29) acres of the Property which includes the Shenandoah Woods Property that was to be transferred to Aldie.

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40. The value of the Shenandoah Woods Property was fixed at Three Hundred Fifty Thousand Dollars (\$350,000.00), which represents the value of the homeless services under the Legally Binding Agreement which would be paid to Aldie if the Shenandoah Woods Property was not conveyed to Aldie. Therefore, in accordance with the applicable laws, the Navy is only authorized to accept from the HLRA/Township the fair market value of the Property based upon the HLRA/Township's anticipated redevelopment of the property as open space, less the value of the Accommodation Payment, as the Shenandoah Woods Property will be transferred to the Township, rather than Aldie.

41. The HLRA/Township is required pursuant to the applicable laws to pay the Navy Six Hundred Fifty Thousand Dollars (\$650,000.00) for the property and pay Three Hundred Fifty Thousand Dollars (\$350,000.00) as the Accommodation Payment to Aldie to allow Aldie to provide addiction treatment services for homeless individuals at another location in accordance with Section 1.03 of the Legally Binding Agreement.

42. By structuring the payment to the Navy in this manner, the intent of all parties and the requirements of the applicable laws are met:

(a) The Navy receives a fair market value payment in consideration of its requirement to offer at no cost property for homeless assistance;

(b) The HLRA/Township's aggregate payment to the Navy and Aldie equals the negotiated fair market value of the Property, and further, by fulfilling their contractual obligations to Aldie, will play a significant role in facilitating assistance to the homeless in their communities and addressing the opioid epidemic; and

(c) Aldie receives what it contracted for in the Legally Binding Agreement by which to provide services to the homeless persons as set forth in Aldie's NOI.

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43. As noted in paragraph 25(a), HUD approved the Reuse Plan, which included Aldie's NOI, submitted by the Horsham Township Authority for NASJRB. See Exhibit "B" attached hereto and incorporated herein by reference.

44. On September 19, 2012, the Board of the Horsham Township Authority for NASJRB, having concluded the preparation of the Reuse Plan, certified a request for termination of the Authority.

45. On September 24, 2012, the Horsham Township Council authorized the Horsham Township Authority for NASJRB to terminate its existence.

46. At its meeting of September 19, 2012, the Horsham Township Authority for NASJRB assigned to Horsham Township and/or the HLRA all of its obligations, rights, responsibilities, powers and duties, including, but not limited, to those duties relating to the approval of the Reuse Plan. See Exhibit "G" attached hereto and incorporated herein by reference.

47. On September 19, 2012, the HLRA accepted the assignment from the Horsham Township Authority for NASJRB of all the latter Authority's current and outstanding obligations, rights, responsibilities, powers and duties to carry out the local Reuse Plan for the Base, including Aldie's NOI. See Exhibit "H" attached hereto and incorporated herein by reference.

COUNT I

**(Aldie Foundation a/k/a Aldie Foundation, Inc.
v. USA Department of the Navy)**

48. The Plaintiff hereby incorporates paragraphs 1 through 47 herein by reference as though set forth in full.

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49. As a condition of the closure of the Base, the Base Closure Law requires that the approved Reuse Plan include a provision for homeless assistance.

50. The Reuse Plan which was approved by HUD provided that Aldie would acquire twenty (20) units of the Shenandoah Woods Property for homeless assistance.

51. The Legally Binding Agreement which accompanied the submission of the Reuse Plan to HUD provided that the Shenandoah Woods Property would either be conveyed to Aldie in a manner that will exclusively serve homeless persons who meet the definition of "homeless persons" as set forth in the McKinney Vento Act or, in accordance with the Reuse Plan, Aldie would be paid the fixed sum of Three Hundred Fifty Thousand Dollars (\$350,000.00) as an accommodation to allow Aldie to provide addiction treatment services for homeless individuals in another location.

52. The Navy has entered into an Offer to Purchase Agreement with the Redevelopment Authority as Straw Party for the Township to sell to the Redevelopment Authority the entire twenty-nine (29) acre Property, which includes the Shenandoah Woods Property that was to be transferred to Aldie to provide services to homeless persons.

53. The transfer from the Navy to the Township will be subject to the restriction that "[t]he property shall be used and maintained exclusively for public recreation purpose for which it was conveyed in perpetuity". That conveyance makes it impossible to transfer the Shenandoah Woods Property to Aldie to serve homeless person as required by the Reuse Plan approved by HUD.

54. Pursuant to the Offer to Purchase Agreement, the Navy is selling to the Redevelopment Authority the land that was to be transferred to Aldie to serve the homeless.

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55. Pursuant to the Offer to Purchase Agreement the Navy is receiving One Million Dollars (\$1,000,000.00) for the entire twenty-nine (29) acre Property which includes the Shenandoah Woods Property, which was to be transferred to Aldie.

56. Although the Offer to Purchase Agreement only references one hundred fifty-five (155) units, the twenty-nine (29) acre parcel being sold actually contains one-hundred seventy-five (175) units, including the twenty (20) units that are defined as the Shenandoah Woods Property.

57. Disposal of Federal property for assistance to the homeless where there is a base closure "shall be without consideration".

58. As the Navy is accepting One Million Dollars (\$1,000,000.00) from the Township for the purchase of the entire twenty-nine (29) acre Property, which includes the Shenandoah Woods Property that was to be transferred to Aldie for the purpose of providing assistance for homeless individuals, the Navy must allocate Three Hundred Fifty Thousand Dollars (\$350,000.00) of the purchase price to Aldie to compensate Aldie for the land it was to receive, without Aldie paying any consideration for the payment, so that Aldie can provide addiction treatment services for homeless individuals at another location.

WHEREFORE, the Plaintiff, Aldie Foundation a/k/a Aldie Foundation, Inc., respectfully requests your Honorable Court to enter judgment in favor it and against the USA Department of Navy as follows:

(a) Order that upon receipt of One Million Dollars (\$1,000,000.00) from the Redevelopment Authority for the Property, the Defendant, USA Department of Navy, shall immediately pay to the Plaintiff, Aldie Foundation, a/k/a Aldie Foundation, Inc. the sum of Three Hundred Fifty Thousand Dollars

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(\$350,000.00) to provide addiction services to homeless individuals, or, in the alternative,

(b) Order that the Navy be enjoined from selling the Property to the Redevelopment Authority until the HLRA, the Township and the Redevelopment Authority, jointly and severally, make a payment of Three Hundred Fifty Thousand Dollars (\$350,000.00) to the Plaintiff, Aldie Foundation a/k/a Aldie Foundation, Inc. to provide addiction services to homeless individuals, in accordance with the terms of Count II of this Complaint.

(c) Award such other relief as it deems appropriate, including, but not limited to, the award of counsel fees.

COUNT II

**(Aldie Foundation a/k/a Aldie Foundation, Inc.
v. Warminster Township, Redevelopment Authority
of the County of Bucks and Horsham Land Redevelopment Authority)**

59. The Plaintiff hereby incorporates paragraphs 1 through 47 herein by reference as though set forth in full.

60. The HLRA, pursuant to the provisions of the Legally Binding Agreement, is required immediately upon receipt of the Shenandoah Woods Property from the Navy to either convey the Shenandoah Woods Property to Aldie in a manner that will exclusively serve homeless persons or to pay Aldie the fixed sum of Three Hundred Fifty Thousand Dollars (\$350,000.00) as an accommodation to allow Aldie to provide addiction treatment services for homeless individuals at another location.

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61. Section 6.01 of the Legally Binding Agreement provides as follows:

6.01 Assignment of HLRA Rights. Immediately upon approval by HUD of the HLRA's Homeless Submission, including this Agreement and the Reuse Plan in accordance with the Redevelopment Act, the HLRA hereby assigns all of its rights and obligations under this Agreement to Warminster, as the responsible land use jurisdiction. Warminster hereby agrees to such assignment, and agrees that it will be responsible to implement this Agreement.

62. HUD has approved the HLRA's Homeless Submission – see paragraph 25(a) of this Complaint.

63. The Township has entered into a Cooperation Agreement with the Redevelopment Authority which provides that the Redevelopment Authority will purchase the entire twenty-nine (29) acre Property, which includes the Shenandoah Woods Property, from the Navy, pursuant to the Offer to Purchase Agreement which is attached as an Exhibit to the Cooperation Agreement for One Million Dollars (\$1,000,000.00), subject to a deed restriction that the entire twenty-nine (29) acre Property, including the Shenandoah Woods Property, "shall be used and maintained exclusively for public recreation purposes for which it was conveyed in perpetuity", thereby preventing the use of the Shenandoah Woods Property by Aldie to provide services to the homeless.

64. Although the Offer to Purchase Agreement only references one hundred fifty-five (155) units, the twenty-nine (29) acre parcel being sold actually contains one-hundred seventy-five (175) units, including the twenty (20) units that are defined as the Shenandoah Woods Property.

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65. The actions of the Township, acting through the Redevelopment Authority, make it impossible to convey the Shenandoah Woods Property to Aldie in a manner that will allow Aldie to provide services for the homeless as required by the Reuse Plan.

66. As parties to the Legally Binding Agreement, the HLRA and the Township, acting through the Redevelopment Authority, are required to make a Three Hundred Fifty Thousand Dollars (\$350,000.00) Accommodation Payment to Aldie, jointly and severally, to allow Aldie to provide addiction treatment services for homeless individuals at another location as required by Section 1.03 of the Legally Binding Agreement between the HLRA, the Township and Aldie, since the Shenandoah Woods Property is not being transferred to Aldie.

WHEREFORE, the Plaintiff, Aldie Foundation a/k/a Aldie Foundation, Inc., respectfully requests your Honorable Court to enter judgment in favor it and, jointly and severally, against the HLRA, the Township and the Redevelopment Authority as follows:

(a) Order that the HLRA, the Township and the Redevelopment Authority, jointly and severally, shall immediately pay the Plaintiff, Aldie Foundation, a/k/a Aldie Foundation, Inc., jointly and severally, the sum of Three Hundred Fifty Thousand Dollars (\$350,000.00) to provide addiction services for homeless individuals or, in the alternative,

(b) Order that the HLRA, the Township and the Redevelopment Authority, jointly and severally, be enjoined from purchasing the Property from the Navy until the USA Department of the Navy makes a payment of Three Hundred Fifty Thousand Dollars (\$350,000.00) to Aldie Foundation a/k/a Aldie Foundation, Inc., to provide addiction services for homeless individuals, in accordance with the terms of Count I of this Complaint.

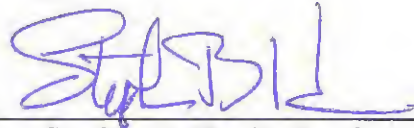
*Harris and Harris
Attorneys at Law
1760 Bristol Road
P.O. Box 180
Warrington, PA 18976*

*Area Code 215
343-9000*

*Telecopier
343-9002*

(b) Award such other relief as it deems appropriate, including, but not limited to the award of counsel fees.

HARRIS & HARRIS

By: 
Stephen B. Harris, Esquire
Attorneys for Plaintiff

*Harris and Harris
Attorneys at Law
1760 Bristol Road
P.O. Box 160
Harrington, DE 19976*

*Area Code 302
343-9000*

*Telecopier
343-9012*

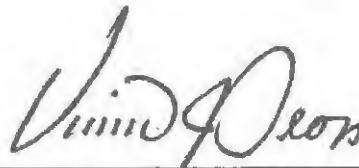
E:\WPDOCS\Maria\Aldie\Shenandoah Woods\Complaint(rev11-19-18).doc

VERIFICATION

I, **VINCENT J. DEON**, verify that I am the Chairman of the Board of Directors of Aldie Foundation a/k/a Aldie Foundation, Inc. on whose behalf the foregoing pleading is filed, that I am authorized to make this Verification on behalf of Aldie Foundation, and that the statements contained in the foregoing pleading are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

11/16/18

Date

A handwritten signature in black ink, appearing to read "Vincent J. Deon", written over a horizontal line.

Vincent J. Deon, Chairman
Board of Directors

CERTIFICATE OF SERVICE

I, STEPHEN B. HARRIS, ESQUIRE, of Harris and Harris, attorneys for Aldie Foundation a/k/a Aldie Foundation, Inc., do hereby certify that I caused true and correct copies of the foregoing document to be served this date on the following individuals by sending same by first class mail, postage prepaid:

Redevelopment Authority of the
County of Bucks
216 Pond Street
Bristol, PA 19007

Warminster Township
401 Gibson Avenue
Warminster, PA 18974

Horsham Land Redevelopment Authority
1025 Horsham Road
Horsham, PA 19044

USA Department of Navy
c/o Base Realignment and Closure Program
Management Office East
4911 South Broad Street
Philadelphia, PA 19112

HARRIS AND HARRIS

Dated: November 20, 2018

By: 

Stephen B. Harris, Esquire
Attorney I.D. No. 01928
Atty for Aldie Foundation
1760 Bristol Road, P. O. Box 160
Warrington, PA 18976
(215) 343-9000

*Harris and Harris
Attorneys at Law
1760 Bristol Road
P.O. Box 160
Warrington, PA 18976*

*Area Code 215
343-9000*

*Telecopier
343-9012*

HARRIS AND HARRIS
By: Stephen B. Harris, Esquire
Attorney I.D. No. 01928
1760 Bristol Road, P. O. Box 160
Warrington, PA 18976
(215) 343-9000

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF BUCKS COUNTY, PENNSYLVANIA
CIVIL ACTION – LAW

ALDIE FOUNDATION a/k/a
ALDIE FOUNDATION, INC.

No. 2018-00015

v.

REDEVELOPMENT AUTHORITY OF THE
COUNTY OF BUCKS

and

WARMINSTER TOWNSHIP

and

HORSHAM LAND REDEVELOPMENT
AUTHORITY

and

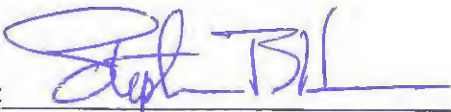
USA DEPARTMENT OF NAVY

CERTIFICATE OF COMPLIANCE

I, STEPHEN B. HARRIS, ESQUIRE, of Harris and Harris, attorneys for Aldie Foundation, Inc., do hereby certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

HARRIS AND HARRIS

Dated: Nov. 20, 2018

By: 
Stephen B. Harris, Esquire

*Harris and Harris
Attorneys at Law
1760 Bristol Road
P.O. Box 160
Warrington, PA 18976*

*Area Code 215
343-9000*

*Telephone
343-9012*

EXHIBIT "A"

*Harris and Harris
Attorneys at Law
1760 Bristol Road
P.O. Box 160
Warrington, PA 18976*

*Area Code 215
343-9000*

*Telexphone
343-9012*

EXECUTION VERSION

7-8-2011

**LEGALLY BINDING AGREEMENT
AMONG
HORSHAM TOWNSHIP AUTHORITY FOR NAVAL AIR STATION
JOINT RESERVE BASE WILLOW GROVE,
WARMINSTER TOWNSHIP,
AND ALDIE FOUNDATION, INC.
WITH REGARD TO THE SHENANDOAH WOODS PROPERTY
AT THE NAVAL AIR STATION JOINT RESERVE BASE WILLOW GROVE**

1 **THIS LEGALLY BINDING AGREEMENT ("Agreement")** is made as of the ____
2 day of ____, 2011, between the **Horsham Township Authority for Naval Air Station Joint**
3 **Reserve Base Willow Grove**, the Federally recognized local redevelopment authority for the
4 Naval Air Station Joint Reserve Base Willow Grove ("**HLRA**"), **Warminster Township, PA**
5 ("**Warminster**") and the **Aldie Foundation, Inc.**, a non-profit corporation incorporated in
6 Pennsylvania (the "**Provider**"). The LRA, Warminster and Aldie may be referred to jointly as
7 the "**Parties**," or individually as a "**Party**."

WITNESSETH

10 **WHEREAS**, the Naval Air Station Joint Reserve Base Willow Grove ("**Willow**
11 **Grove**"), located in Bucks County and Montgomery County, Pennsylvania, was recommended
12 for closure by the 2005 Base Closure and Realignment Commission;
13

14 **WHEREAS**, the property at Willow Grove will be disposed of by the Department of
15 Defense ("**DoD**") pursuant to the Defense Base Closure and Realignment Act of 1990, as
16 amended (the "**Base Closure Act**");
17

18 **WHEREAS**, the HLRA is the Federally recognized local redevelopment authority
19 required by the Base Closure Act to prepare a reuse plan ("**Reuse Plan**") for Willow Grove;
20

21 **WHEREAS**, a portion of the property at Willow Grove is located on certain portions of
22 Shenandoah Woods within Warminster Township, and are more particularly identified in Exhibit
23 A (the "**Shenandoah Woods Property**");
24

25 **WHEREAS**, Warminster is the responsible land use jurisdiction for the Shenandoah
26 Woods Property;
27

28 **WHEREAS**, pursuant to the screening process set forth in the Base Closure Community
29 Redevelopment and Homeless Assistance Act of 1994 ("**Redevelopment Act**"), the Provider
30 submitted a Notice of Interest to the HLRA on July 15, 2009, as amended on March 21, 2011
31

COPY

LEGALLY BINDING AGREEMENT FOR SHENANDOAH WOODS PROPERTY

Page 2.

1 ("Aldie NOI"), a copy of which is attached hereto as Exhibit B, to use the Shenandoah Woods
2 Property to, among other uses set forth in the Aldie NOI, acquire twenty (20) townhouse units on
3 the Shenandoah Woods Property to assist the homeless population residing in Bucks County and
4 Montgomery County, Pennsylvania;

5
6 **WHEREAS**, the Redevelopment Authority for the County of Bucks ("RDA"), has
7 expressed an interest to acquire the Shenandoah Woods Property by negotiated sale for public
8 purposes;

9
10 **WHEREAS**, the HLRA determined that the Provider's proposed use of the Shenandoah
11 Woods Property is consistent with the requirements of the Redevelopment Act and is consistent
12 with the long-term goals of the Reuse Plan;

13
14 **WHEREAS**, the Redevelopment Act requires, among other things, that the HLRA
15 submit to the United States Department of Housing and Urban Development ("HUD") a
16 homeless assistance submission ("**Homeless Submission**") and a copy of a legally binding
17 agreement with representatives of the homeless selected by the HLRA to implement homeless
18 programs that fill gaps in the existing continuum of care;

19
20 **WHEREAS**, this Agreement is intended to legally bind the Parties and to fulfill the
21 Redevelopment Act requirements;

22
23 **WHEREAS**, the HLRA and the Provider desire to enter into this Agreement to legally
24 bind the Parties, to comply with applicable Federal law, including the requirements of the
25 Redevelopment Act, to address the needs of the homeless, and to further the reuse and
26 redevelopment of the Shenandoah Woods Property.

27
28 **NOW, THEREFORE**, the Parties hereby agree as follows:
29

LEGALLY BINDING AGREEMENT FOR SHENANDOAH WOODS PROPERTY

Page 3.

ARTICLE 1. LRA OBLIGATIONS.

1.01 Reuse Plan. The HLRA will complete and file with DoD and HUD a Willow Grove Reuse Plan that dedicates the use of the Shenandoah Woods Property by the Provider at no-cost for the purposes set forth in the Aldie NOI.

1.02 Acquisition of Shenandoah Woods Property. Following HUD approval of the Willow Grove Reuse Plan, the HLRA shall seek to acquire title to the Shenandoah Woods Property from the Navy at no-cost in accordance with a Government deed to the Shenandoah Woods Property ("Government Deed") for Homeless Purposes, as hereinafter defined, in accordance with the Redevelopment Act, the Willow Grove Reuse Plan, the Aldie NOI and this Agreement.

1.03 Conveyance of Shenandoah Woods Property. Immediately upon receiving title to the Shenandoah Woods Property from the Navy, the HLRA, in its sole discretion and after consultation with the Provider, will either (i) convey the Shenandoah Woods Property to the Provider in accordance with a quitclaim deed to the Shenandoah Woods Road Property ("HLRA Deed") in accordance with the Redevelopment Act, the Willow Grove Reuse Plan, the Aldie NOI and this Agreement so the Provider may implement the Aldie NOI at the Shenandoah Woods Property in a manner that will exclusively serve homeless persons who meet the definitions of "homeless persons" as set forth in the McKinney-Vento Act (42 U.S.C. § 11301 et seq.) ("Homeless Purposes") for a period of thirty (30) years ("Restricted Use Period"), or (ii) pay to the Provider in accordance with the Reuse Plan, the fixed sum of three hundred fifty thousand dollars (\$350,000.00) as an accommodation ("Accommodation Payment") to allow the Provider to provide addiction treatment services for homeless individuals at another location.

1.04 Environmental Condition of Shenandoah Woods Property. In the event that the environmental analysis undertaken by the Navy (or any other environmental regulator, as applicable) indicates that the Shenandoah Woods Property is not suitable for the intended Homeless Purposes set forth in the Aldie NOI, the HLRA and the Provider will negotiate an alternate location on the Shenandoah Woods Property to accommodate the Aldie NOI.

ARTICLE 2. PROVIDER OBLIGATIONS.

2.01 Consent to NOI Objectives. In consideration for the conveyance at no-cost of the Shenandoah Woods Property to the Provider, the Provider covenants and agrees to acquire, develop, improve, and use the Shenandoah Woods Property as the preferred means to accomplish the goals set forth in the Aldie NOI in accordance with the Reuse Plan, the Aldie NOI and this Agreement in a manner that will serve Homeless Purposes for the Restricted Use Period. Should the HLRA in lieu of conveying the Shenandoah Woods Property to the Provider, instead make the Accommodation Payment to the Provider, the Provider covenants and agrees to utilize such Accommodation Payment as the preferred means to provide addiction treatment

LEGALLY BINDING AGREEMENT FOR SHENANDOAH WOODS PROPERTY

Page 4.

1 services for homeless individuals at another location in accordance with the goals set forth in the
2 Aldie NOI and the Reuse Plan.

3
4 **2.02 Costs.** The Provider shall be responsible for all costs and expenses associated
5 with the design, construction and operation of the Shenandoah Woods Property from the
6 effective date of the HLRA Deed conveying the Shenandoah Woods Property to the Provider.

7
8 **2.03 Insurance.** From the effective date of the HLRA Deed conveying the
9 Shenandoah Woods Property to the Provide, the Provider shall maintain a policy of commercial
10 general liability, bodily injury/property damage insurance for the Shenandoah Woods Property
11 and shall name the HLRA as an additional insured.

12
13 **2.04 Acceptance of Shenandoah Woods Property.** The Provider will accept title to
14 the Shenandoah Woods Property by means of the HLRA Deed, which shall be in substantially
15 the same form as the quitclaim deed that conveys the Shenandoah Woods Property from the
16 United States to the HLRA, and agrees to the terms, conditions, covenants and use restrictions
17 contained therein.

18
19 **2.05 Transfer or Conveyance.** Without written consent of the HLRA, which consent
20 shall not be unreasonably withheld, conditioned, or delayed, the Provider may not convey or
21 transfer any portion of the Shenandoah Woods Property to another party, either in whole or in
22 part, except to a wholly-owned affiliated entity of the Provider that assumes all obligations of the
23 Provider under this Agreement. The HLRA shall have sixty (60) days from receipt of such
24 notice to object in writing to such transfer or conveyance. Failure of the HLRA to so object in
25 writing within such sixty (60) day period shall be deemed consent.

26
27 **2.06 Mortgage of Property.** Without written consent of the HLRA, which consent
28 shall not be unreasonably withheld, conditioned, or delayed, the Provider may not mortgage all
29 or a portion of the Shenandoah Woods Property. The Provider shall send a written notice to the
30 HLRA of its intention to mortgage all or a portion of the Shenandoah Woods Property. The
31 HLRA shall have sixty (60) days from receipt of such notice to object in writing to such
32 mortgage. Failure of the HLRA to so object in writing within such sixty (60) day period shall be
33 deemed consent.

34
35 **2.07 Communication to Agencies.** If the Provider makes any written comments, or
36 engages in any written communications, with any local, state, or federal agency regarding the
37 approval or implementation of any future development proposals, applications, approvals or
38 permits (including any related environmental documentation) relating to the Shenandoah Woods
39 Property or the project, or any proposed, approved, or existing uses to the Shenandoah Woods
40 Property provided to the Provider pursuant to this Agreement, prior to the conveyance of the
41 Shenandoah Woods Property to the Provider, the Provider shall immediately provide complete
42 copies of such written comments or communications to the HLRA. The Provider shall not be

LEGALLY BINDING AGREEMENT FOR SHENANDOAH WOODS PROPERTY

Page 5.

obligated under this Section 2.07 after the conveyance of the Shenandoah Woods Road Property to the Provider.

2.08 Indemnification. The Provider shall indemnify and save the HLRA harmless against any and all claims, demands, suits, judgments of sums of money to any party accruing against the HLRA for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of any act or omission or the operation of the Provider, its agents, servants or employees while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Provider hereunder (unless the foregoing results from the intentional acts or negligence of the HLRA). The Provider shall also hold the HLRA harmless from any and all claims and/or liens for labor, services, or materials furnished to the Provider in connection with the performance of the Provider's obligation under this Agreement and any obligations of Provider by reason of a default under this Agreement.

ARTICLE 3. CONTINGENCIES.

3.01 Contingencies. The obligations set forth in this Agreement are contingent upon the following events occurring (the "Contingencies"):

3.1.1 Approval of the HLRA's Homeless Submission, including this Agreement and the Reuse Plan, by HUD;

3.1.2 The closure of Willow Grove and the disposal of the Shenandoah Woods Road Property by the Navy in accordance with the Reuse Plan; and

3.1.3 The designation by the Navy (and any other environmental regulator, as applicable) that the Shenandoah Woods Property is environmentally suitable for the intended purposes set forth in the Aldie NOI.

ARTICLE 4. FAILURE BY THE PROVIDER TO USE THE PROPERTY FOR HOMELESS PURPOSES.

4.01 Notifications to HLRA. If the Provider (i) determines that it will no longer use the Shenandoah Woods Property for Homeless Purposes during the Restricted Use Period, (ii) is notified by the Navy that it is failing to comply with any Government Deed covenants, or (iii) is notified by the Navy that it is failing to comply with the terms and conditions of the Aldie NOI and this Agreement during the Restricted Use Period, then the Provider shall promptly notify the HLRA of such event in writing.

4.02 Return of Shenandoah Woods Property to HLRA.

LEGALLY BINDING AGREEMENT FOR SHENANDOAH WOODS PROPERTY

Page 6.

1 **4.2.1** In the event that the Provider determines that it will no longer use the
2 Shenandoah Woods Property for Homeless Purposes in accordance with the Aldie NOI and this
3 Agreement during the Restricted Use Period, then the Provider shall promptly convey the
4 Shenandoah Woods Property to the HLRA.

5
6 **4.2.2** In the event that the HLRA alleges that the Provider (i) has abandoned the
7 Shenandoah Woods Property, or (ii) is not using the Shenandoah Woods Property in accordance
8 with the Aldie NOI and this Agreement during the Restricted Use Period or is not in compliance
9 with one or more of the use restrictions contained in the HLRA Deed (collectively, an "Alleged
10 Default") then the HLRA shall send written notice to the Provider specifying in detail the nature
11 of such Alleged Default (the "Provider Default Notice"). The Provider shall have ninety (90)
12 days from receipt of the Provider Default Notice to cure an Alleged Default. In the event such
13 the Provider does not cure the Alleged Default within the time period, then there shall exist an
14 "Event of Default" and the HLRA shall be entitled to seek any and all legal remedies necessary
15 to enforce the terms of this Agreement, including, but not limited to (i) the rights set forth in
16 Section 4.03 or (ii) any available action at law or in equity as required to compel performance of
17 the terms of this Agreement.

18
19 **4.03 Right to Property.** Upon the occurrence of an Event of Default, the HLRA
20 shall have an immediate right of entry to all or any portion of the Shenandoah Woods Property,
21 and, at the option of the HLRA, title to the Shenandoah Woods Property, as applicable, shall vest
22 immediately in the HLRA, pursuant to the terms of the HLRA Deed.

23
24 **4.04 Acquisition of Property by HLRA.** In the event the Provider's rights under
25 the HLRA Deed are extinguished in accordance with Section 4.02 or Section 4.03, and title to
26 the Shenandoah Woods Property is again vested in the HLRA, the HLRA shall take appropriate
27 actions to secure, to the maximum extent practicable, the utilization of the Shenandoah Woods
28 Property, and the building and improvements located on such property, by other homeless
29 representatives to assist the homeless in accordance with the Redevelopment Act, the Reuse Plan
30 and the Homeless Submission during the Restricted Use Period; however, the HLRA may not be
31 required to utilize the Shenandoah Woods Property, or buildings and improvements located on
32 the Shenandoah Woods to assist the homeless.

33
34 **ARTICLE 5. EFFECT OF ACCOMMODATION PAYMENT.**

35
36 **5.01 Acceptance of Accommodation Payment.** If the HLRA makes the
37 Accommodation Payment to the Provider in lieu of conveying the Shenandoah Woods Property
38 to the Provider in accordance with Section 1.03 of this Agreement, then, and upon tender of such
39 Accommodation Payment to the Provider (i) the HLRA shall have no further obligations to the
40 Provider, (ii) the Provider shall use the Accommodation payment to assist the Homeless in
41 Bucks and/or Montgomery Counties in accordance with the principles of the Aldie NOI, and (iii)
42 the HLRA may dispose of the Shenandoah Woods Property for public purposes in accordance

LEGALLY BINDING AGREEMENT FOR SHENANDOAH WOODS PROPERTY

Page 7.

1 with the Willow Grove Reuse Plan without regard to any obligation to the Provider or the need
 2 to use the Shenandoah Woods Property for Homeless Purposes.

ARTICLE 6. ASSIGNMENT OF AGREEMENT TO WARMINSTER.

6 **6.01 Assignment of HLRA Rights.** Immediately upon approval by HUD of the
 7 HLRA's Homeless Submission, including this Agreement and the Reuse Plan in accordance with
 8 the Redevelopment Act, the HLRA hereby assigns all of its rights and obligations under this
 9 Agreement to Warminster, as the responsible land use jurisdiction. Warminster hereby agrees to
 10 such assignment, and agrees that it will be responsible to implement this Agreement.

12 **6.02** In addition to any rights that Warminster may have as an assignee of the HLRA,
 13 Warminster shall in addition be considered a third party beneficiary of any and all covenants
 14 contained in the HLRA Deed conveying the Shenandoah Woods Property to the Provider.

16 **6.03 Approval of NOI Objectives.** Warminster hereby endorses the purposes set
 17 forth in the Aldie NOI and agrees to faithfully implement this Agreement including the no-cost
 18 conveyance of the Shenandoah Woods Property to the Provider to accomplish the purposes set
 19 forth in the Aldie NOI and this Agreement.

21 **6.04 Indemnification.** Warminster shall indemnify and save the HLRA harmless
 22 against any and all claims, demands, suits, judgments of sums of money to any party accruing
 23 against the HLRA for loss of life or injury or damage to persons or property growing out of,
 24 resulting from, or by reason of any act or omission or the operation of Warminster, its agents,
 25 servants or employees while engaged in or about or in connection with the discharge or
 26 performance of the services to be done or performed by Warminster hereunder (unless the
 27 foregoing results from the intentional acts or negligence of the HLRA). Warminster shall also
 28 hold the HLRA harmless from any and all claims and/or liens for labor, services, or materials
 29 furnished to Warminster in connection with the performance of Warminster's obligation under
 30 this Agreement and any obligations of Warminster by reason of a default under this Agreement.

ARTICLE 7. ENTIRE AGREEMENT, AMENDMENT, WAIVER.

34 **7.01** This Agreement contains the entire agreement and understanding of the Parties
 35 with respect to all rights and responsibilities associated with the Shenandoah Woods Property,
 36 and may not be amended, modified or discharged nor may any of its terms be waived except by
 37 an instrument in writing signed by the Party to be bound thereby. The Parties hereto shall not be
 38 bound by any terms, conditions, statements, warranties or representations, oral or written, not
 39 contained herein. This Agreement supersedes and replaces any prior agreements by the Parties.

ARTICLE 8. NOTICES.

LEGALLY BINDING AGREEMENT FOR SHENANDOAH WOODS PROPERTY

Page 8.

1 **8.01** Any notice, request, demand, instruction or other document to be given or served
 2 hereunder or under any document or instrument executed pursuant hereto shall be in writing and
 3 shall be delivered personally (including by messenger) or sent by United States registered or
 4 certified mail, return receipt requested, postage prepaid or by courier, postage prepaid and
 5 addressed to the parties at their respective addresses set forth below, and the same shall be
 6 effective upon receipt if delivered personally or by messenger or two business days after deposit
 7 in the mail if mailed. A Party may change its address for receipt of notices by service of a notice
 8 of such change in accordance herewith.

9
 10 If to the LRA: Township Manager/LRA Director
 11 Horsham Township
 12 1025 Horsham Road
 13 Horsham, PA 19044
 14 Phone: (215) 643-3133
 15
 16 With a copy to: George R. Schlossberg, Esq.
 17 Kutak Rock, LLP
 18 1101 Connecticut Ave, NW, Suite 1000
 19 Washington, DC 20036
 20 Phone: (202) 828-2418
 21
 22 If to Aldie: Michael Ratajczak
 23 Aldie Foundation Inc.
 24 228 North Main Street
 25 Doylestown, PA 18901
 26 Phone: (215) 345-8530
 27
 28 With a copy to: Thomas J. Smith, III, Esq.
 29 Harris and Harris, P.C.
 30 1760 Bristol Road
 31 P.O. Box 160
 32 Warrington, PA 18976
 33
 34 If to Warminster: Mr. Robert Tate
 35 Township Manager
 36 Warminster Township
 37 401 Gibson Avenue
 38 Warminster, PA 18974
 39
 40 With a copy to: Mr. Michael J. Savona, Esq.
 41 FRIEDMAN SCHUMAN, PC
 42 101 Greenwood Avenue, Fifth Floor

LEGALLY BINDING AGREEMENT FOR SHENANDOAH WOODS PROPERTY

Page 9.

Jenkintown, PA 19046

Phone: (215) 690-3825

ARTICLE 9. MISCELLANEOUS.

9.01 Survival and Benefit. All representations, warranties, agreements, obligations and indemnities of the Parties shall, notwithstanding any investigation made by any Party hereto, survive closing and the same shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties.

9.02 Applicable Law. This Agreement shall be governed by and construed in accordance with Federal law and the laws of the Commonwealth of Pennsylvania, as applicable.

9.03 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

9.04 Entire Understanding of the Parties. This Agreement constitutes the entire understanding and agreement of the Parties with respect to implementation of those portions of the Reuse Plan related to homeless needs and facilities pursuant to the Redevelopment Act and the Base Closure Act. If any provision of this Agreement conflicts with a provision of the Aldie NOI or the Reuse Plan, the provisions of this Agreement shall control to the extent of such conflict.

9.05 Title of Parts and Sections. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions.

9.06 Time is of the essence. In the performance of this Agreement, time is of the essence.

9.07 Term. This Agreement shall remain in effect for the Restricted Use Period.

9.08 Multiple Originals; Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

LEGALLY BINDING AGREEMENT FOR SHENANDOAH WOODS PROPERTY

Page 10.

ARTICLE 9. EXHIBIT LIST.

9.01 The following exhibits are attached hereto and made a part of this Agreement:

Exhibit A. Shenandoah Woods Property

Exhibit B. Aldie NOI

[Signature Page Follows]

LEGALLY BINDING AGREEMENT FOR SHENANDOAH WOODS PROPERTY
Page 11.

1
2 **IN WITNESS WHEREOF**, the Parties have approved this Legally Binding Agreement
3 on the date first above written.
4
5

6 **HORSHAM TOWNSHIP AUTHORITY FOR NAVAL**
7 **AIR STATION JOINT RESERVE BASE WILLOW GROVE**
8

9 Michael J. McGeer
10 by: Michael J. McGeer Executive Director
11 date: August 16, 2011
12
13
14

15 **ALDIE FOUNDATION, INC.**
16
17

18 by: _____
19 date: _____
20
21
22

23 **WARMINSTER TOWNSHIP, PA**
24

25
26 by: Robert V. Sats, Jr.
27 date: 7/22/2011
28

LEGALLY BINDING AGREEMENT FOR SHENANDOAH WOODS PROPERTY
Page 11.

1
2 **IN WITNESS WHEREOF**, the Parties have approved this Legally Binding Agreement
3 on the date first above written.
4
5

6 **HORSHAM TOWNSHIP AUTHORITY FOR NAVAL**
7 **AIR STATION JOINT RESERVE BASE WILLOW GROVE**
8

9 Michael J. McGee
10 by: Michael J. McGee Executive Director
11 date: August 16, 2011
12
13
14

15 **ALDIE FOUNDATION, INC.**
16

17 Richard Ralagosh
18 by: Richard Ralagosh
19 date: 7/11/11
20
21
22

23 **WARMINSTER TOWNSHIP, PA**
24
25

26 by: _____
27 date: _____
28

LEGALLY BINDING AGREEMENT FOR SHENANDOAH WOODS PROPERTY

Page 12.

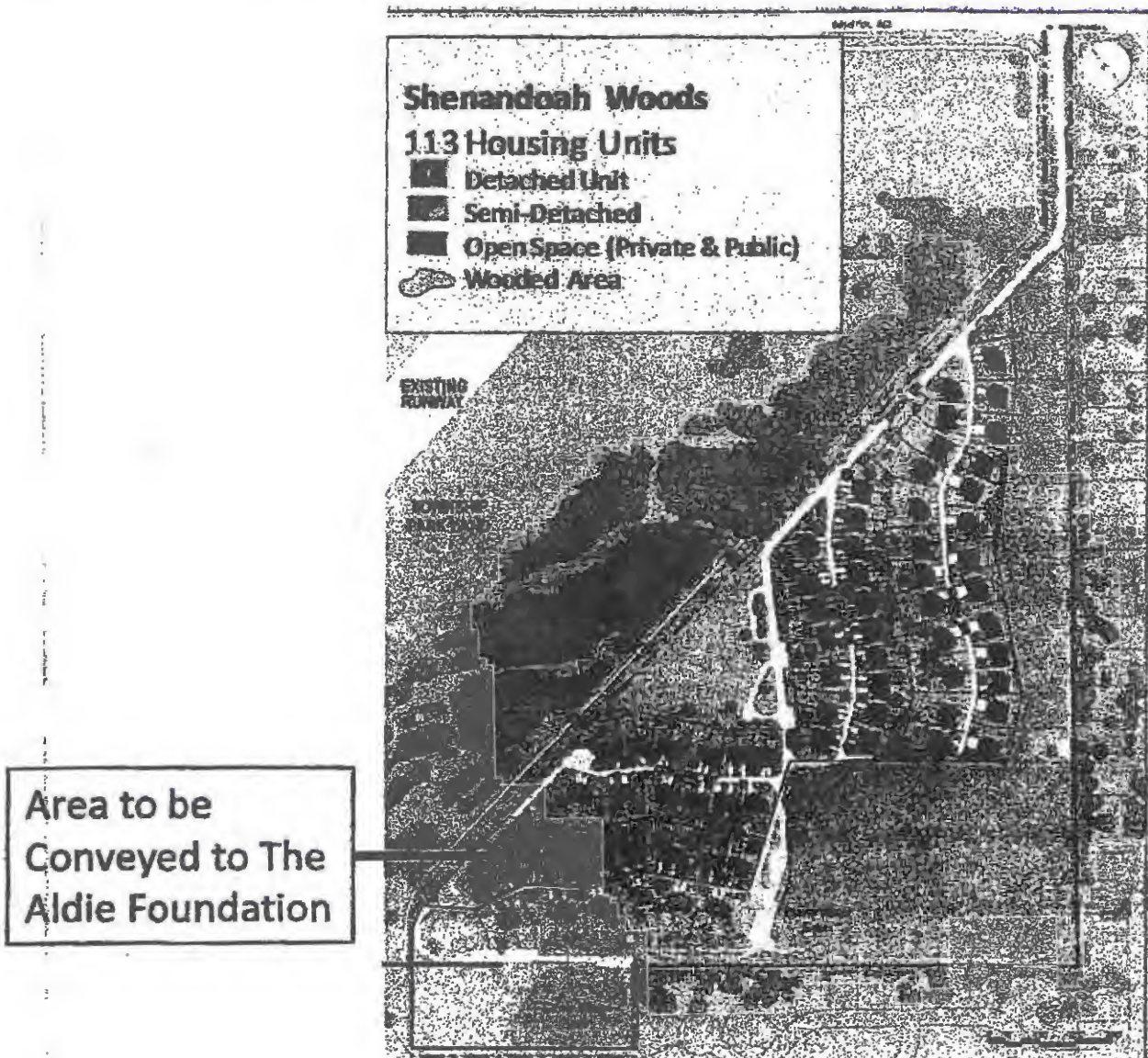
Exhibit A

Shenandoah Woods Property

1
2
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Exhibit A

SHENANDOAH WOODS PROPERTY (20 TOWNHOUSE UNITS)



LEGALLY BINDING AGREEMENT FOR SHENANDOAH WOODS PROPERTY
Page 13.

1
2
3
4


Exhibit B

Aldie NOI

Notice of Interest
for Off Site Housing of NAS JRB Willow Grove
For Aldie Foundation

Organizational Profile

1. Aldie Foundation
2. 228 North Main Street
Doylestown, PA 18901
215-345-8530
3. Michael Ratajczak, MSS, MBA, Executive Director
4. Michael Ratajczak, MSS MBA, Executive Director (attachment 1)
5. Aldie Foundation is a Private Not for Profit, tax exempt organization under Section 501(C)(3) of the 1986 Internal Revenue Code. (attachment 2)
6. Articles of Incorporation (attachment 3)


James Donahue
President of the Board


Paul Silvestri
Secretary of the Board

7. Business Narrative

a. Aldie Counseling Center was incorporated on July 1, 1977, with the purpose of providing treatment and services for those whose lives were adversely affected by substance abuse. A Board of Directors, composed of local business people and community members, oversees the operations and financial planning of the agency. Initially begun as an Inpatient treatment facility in the Aldie Mansion in Doylestown, it is currently the largest outpatient drug and alcohol treatment agency in Bucks County. Located just a block north of the county courthouse in Doylestown, Aldie is in close proximity to many social service centers, including Doylestown Hospital, Lenape Valley Foundation, the Bucks County Correctional Facility, Children and Youth Services, the Bucks County Housing Group, and A Woman's Place.

Management is focused on (1) keeping pace with changing needs of the community, (2) the expanding population in Bucks County, and (3) the metamorphosis of the health insurance industry has enabled Aldie to continue to provide quality clinical services to persons affected by alcohol and other drug abuse.

Aldie's service menu for adults, adolescents, and families includes assessment, traditional counseling therapy, a partial hospital program, an intensive treatment tract, pharmacotherapy, mobile engagement, Peer services and Sheltered Housing.

Aldie purchased the building in which they had had offices for ten years in July, 1990, insuring against possible rent increases as the area grows and real estate in the center of Doylestown becomes more valuable. In 1997, the house located at 236 North Main Street, adjacent to Aldie's offices, became available, and Aldie purchased this property as a recovery house for men in need of a stable, sober living environment. Because of the project's success, in

1999 Aldie purchased the twin house at 238 North Main Street. These houses always have a full census of 16 men, with a waiting list.

In the spring of 2003, the Bucks County Drug and Alcohol Commission requested that Aldie consider assuming the responsibility of providing drug and alcohol treatment in lower Bucks County. After careful consideration, the Board of Directors agreed to invest in the development of a second Aldie office, that would replicate the commitment, the caring, successful treatment environment, and the administrative skill and experience provided by Aldie in Doylestown for the last 25 years, and an office was opened in Bristol in September 2003. There has been a great demand for services in lower Bucks County. In order to meet this demand Aldie moved from Bristol to a larger office site in Bensalem in April 2006, and the demand for services in this area has not slowed.

Aldie Annually serves approximately 2,400 Bucks County residents with approximately 60% of those served in our lower Bucks County offices. The estimated population of Bucks County is 621,144 persons it is estimated that 80 % of these (496,915) reside in Lower or Central (L/CBC) Bucks County. According to the 2007 National Survey on Drug Use and Health, Approximately 30% of persons age 12 or older report binge or heavy drinking (149,075 L/CBC persons) and 8% (39,753 L/CBC) of persons age 12 or older report abuse of illicit drugs. Of course estimates of actual use/abuse are higher than reported.

Aldie is the acknowledged Assessment site and primary provider of Drug and Alcohol Counseling services in Central and Lower Bucks County and receives referrals from multiple sources, including self referred individuals (27%), other treatment facilities (20%) and criminal justice entities (33%).

Primary sources of reimbursement for services provided to individuals are; Health-Choices Insurance = 41%, Federal/State and County = 37%, Client Fees and other income 22%.

At the end of fiscal year 2008/2009, Aldie is planning (1) continued expansion of services in lower Bucks County with the additional space made available through this project; (2) adding a Suboxone treatment tract to the Pharmacotherapy Program for some opiate-addicted people who could benefit from this prescription medication; (3) adding new community treatment team services for criminal justice clients referred to Aldie to address substance abuse problems and improve successful re-entry into the community and (4) expanding availability of transitional Housing opportunities for men and women in recovery..

b. Board of Directors:

James A. Donahue – President

Evan Fineman

Vincent J. Deon

Darrel Tribue

Paul Silvestri

Elaine Garvin

Joy Stiles

Jim McGuffey

Thomas J. Smith, III, Esq.

Principal Employed Staff

Michael Ratajczak, MSS, MBA (CV attachment 4)

Previous related experience -Operated similar Transitional Housing units for past 12 years. Served as the Executive Director of Aldie Foundation for 26 years.

On-Site Program Manager, (yet to be determined)

c. (attachment 5)

d. Personnel policies and procedures for recruiting , affirmative action and Equal Opportunity outreach, as well as selection, training, evaluation and discipline are well established, reviewed

annually by Pennsylvania Department of Health, and are accredited by the Commission on Accreditation of Rehab Facilities (CARF) (attachment 6)

e. Aldie plays a key role in the Bucks County Community as the largest outpatient treatment center for persons and families struggling with alcoholism and other chemical dependency. We regularly interface with housing, medical, psychiatric, criminal justice and children and youth, and occupational rehabilitation organizations to coordinate care for our clients and their families.

Proposed Program: "The Passage"

1. A long term family transitional housing program that supports recovery and fosters development of independent living skills, parenting skills, and occupational development skills. Housing will be targeted to individuals and families who are in recovery (Minimum 12 months clean and sober) but who lack adequate housing, meeting the definition for homeless as defined by the McKinney-Vento Act.

"The Passage" would provide the final steps of an individual's and family's road to recovery. The program will be targeted to persons who have established a sustained recovery program but are:

- forced to share housing with other individuals due to economic hardship and lack of affordable housing or
- are living in hotels or motels due to lack of alternative adequate housing, or
- following their placement in shelters, recovery houses or halfway house experiences, where they have gained a period of sobriety and some of the life skills required to maintain sobriety but have no adequate alternative housing upon discharge.

The Passage would create a therapeutic community and a network of support while allowing the individual further development of coping and independent living skills.

For some "The Passage" program would also provide a family preservation opportunity for those families that have struggled with chemical dependency, lost many of the supports and opportunities as a result of their addiction and have inadequate housing as defined by McKinney-Vento, i.e. living in shared housing, recovery houses, shelters or who otherwise lacks a regular, fixed and adequate nighttime residence. . This program (providing acquisition of 20 units) would house an average of 10 families and 16 individuals, a full time resident advisor/supervisor, and clinical support programming. Given the variations in paths of recovery for different individuals for some The Passage program will equate to permanent supportive housing for others it may provide the stability and skills necessary to transition to total independent living arrangements.

Ongoing drug and alcohol treatment, parenting skills training and occupational skills development counseling would be provided as necessary and community group supervision would be provided 24/7.

2. Aldie Foundation treats approximately 2,500 people a year in various stages of recovery at our offices in Bensalem and Doylestown. As the largest Outpatient provider of Drug and alcohol recovery programming in Bucks County we act as the first point of contact and primary assessment site for clients seeking to recover from chemical dependency. We refer clients to inpatient facilities, detox facilities, halfway house facilities, transitional housing facilities and outpatient treatment programs, such as those Aldie operates. The single greatest obstacle observed by 85% of our clients is reported as stable housing free from the influence of other's drug and alcohol use/abuse.

In Pennsylvania, an extremely low income household (earning \$15,940, 30% of the Area Median Income of \$53,134) can afford monthly rent of no more than \$399, while the Fair Market Rent for a two-bedroom

unit is \$671. In Bucks County, an extremely low income household (earning \$18,990, 30% of the Area Median Income of \$63,300) can afford monthly rent of no more than \$475, while the Fair Market Rent for a two-bedroom unit is \$871.

A family receiving a Temporary Assistance for Needy Families (TANF) cash grant (\$420/month for a family with one adult and two children) can afford monthly rent of no more than \$126.

A Supplemental Security Income (SSI) recipient (receiving \$572 monthly) can afford monthly rent of no more than \$172, while the Fair Market Rent for a one-bedroom unit is \$548.

In Pennsylvania, a worker earning the Minimum Wage (\$5.15 per hour) must work 100 hours per week in order to afford a two-bedroom unit at the area's Fair Market rent. In Bucks County, this increases to 130 hours per week.

The Housing Wage in Pennsylvania is \$12.90, for Bucks County the Housing Wage is \$16.75. This is the amount a full time (40 hours per week) worker must earn per hour in order to afford a two-bedroom unit at the area's Fair Market rent. This is 251% of the minimum wage (\$5.15 per hour). Between 2001 and 2002 the two bedroom housing wage increased by 3.46%.

There have been several recent studies published that document the cost savings and effectiveness associated with permanent supportive housing interventions for chronically homeless individuals.

Recent Cost Offset Studies

The April 1, 2009 issue of the *Journal of the American Medical Association* included the article, "Health Care and Public Service Use and Costs Before and After Provision of Housing for Chronically Homeless Persons with Severe Alcohol Problems," which reports on the results of a Housing First initiative in Seattle, WA known as "1811 Eastlake". This study compared 95 Housing First participants, with 39 wait-list control members and found cost reductions of over 50 percent for the Housing First group. While it is not the first published evidence of the service use reductions and cost savings that permanent supportive housing interventions can provide, it is worth highlighting because the level of the cost savings - almost \$30,000 per person per year after accounting for housing program costs - are greater than some seminal studies that have shown more modest cost offsets through permanent supportive housing. The study is also noteworthy as one of several recent cost offset studies that have been released already this year. For example, a study of permanent supportive housing in Illinois showed a 39 percent decrease in the total cost of service provision, and a study involving 12 homeless service providers across Massachusetts found a 67 percent decrease in Medicaid costs for Housing First participants.

Outcomes of Permanent Supportive Housing

There is also recent research that directly addresses the well-being of permanent supportive housing residents. The April 2009 issue of the *Journal of Community Psychology* included an article entitled, "Housing Stability among Homeless Individuals with Severe Mental Illness Participating in Housing First Programs." The authors of this article reviewed the outcomes of participants in three different Housing First programs in New York City, San Diego, CA and Seattle, WA and found that 84 percent of participants remained stably housed after 12 months. The authors also evaluated level of impairment related to psychiatric symptoms and substance abuse at baseline and 12 months and found no significant improvement in substance abuse or mental health impairment with permanent supportive housing.

These studies provide mounting evidence that supportive housing is a cost effective and humane solution to long-term homelessness that benefits our health care and other publicly funded systems. Because people experiencing long-term homelessness frequently have complex medical and behavioral health challenges, they use a disproportionately high amount of health care services. When people are homeless, their health care is likely to consist of costly emergency, inpatient, and long-term care services. Supportive housing provides an essential foundation for access to primary health care and chronic disease management, services that are less expensive than crisis care but are more likely to address underlying health problems. As these studies demonstrate, this approach saves public dollars

and leads to better health outcomes. Jacqueline Anderson is Senior Program Manager at the Corporation for Supportive Housing.

Pearson, C, Montgomery, A.E., and Locke, G. "Housing Stability among Homeless Individuals with Serious Mental Illness Participating in Housing First Programs," *Journal of Community Psychology* 37, no. 3 (2009) 404-417.

Larimer, M.E., Malone, D.K., Gardner, M.; et al. "Health Care and Public Service Use and Costs Before and After Provision of Housing for Chronically Homeless Persons with Severe Alcohol Problems," *Journal of the American Medical Association* 301, no. 13 (2009) 1349-1357.

The Heartland Alliance Mid-America Institute on Poverty. 2009. Supportive Housing In Illinois: A Wise Investment. Click [here](#) for the report.

Massachusetts Housing and Shelter Alliance. 2009. Home and Healthy for Good: A Statewide Housing First Program. Progress Report March 2009. Click [here](#) for the report.

National Low Income Housing Coalition. 2009. Out of Reach 2007-2008: Persistent Problems, New Challenges for Renters. Click [here](#) for the report.

3. a) Existing facilities operated by Aldie Foundation include 2 recovery houses, providing transitional supportive housing for 16 men. In Bucks County there are approximately 23 of these house operated by different private owners or entities. In all it is estimated that there are approximately 200 transitional housing beds in Bucks County. In addition to these, there are approximately 25 Female Halfway house beds and 20 male Halfway house beds. There are also a number of housing groups in Bucks county that provide emergency shelter and housing counseling services. There are no long term or supportive permanent housing opportunities specifically for persons and families in recovery from chemical dependency and in need of the support of a recovery community of care.
- b) The Passage program will support expansion of the Bucks County Recovery Community and the availability of not only permanent and long term transitional living opportunities but of supportive services designed to assist in long term recovery, family preservation, prevention of future generations of persons with chemical dependency, and occupational and social skills development for persons in recovery strengthening the Bucks County Community.
- c) Not required to meet or comply with established state standards.
- d) Aldie Foundation does not currently possess real estate suitable for the proposed program.
4. This program will receive referrals to and refer to shorter term transitional D&A housing as needed. The program will also be coordinated with other homeless programs when there is need for placement of persons meeting the admission requirements of the Passage program. Coordination will occur through the Foundations existing network of contacts and by targeted case-managers and peer recovery specialists.
5. Program could be up and running with 3 months of announcement of award.

Buildings or Property Necessary to carry out the Program

1. 20 townhouse units located in the "Shenandoah Woods" military townhouse complex Units...

The units are suitable for the proposed use as independent living quarters for individuals and families with up to 3 children as currently configured with no need for renovations or improvements. They will meet the needs of homeless families and individuals throughout Bucks County, in need of homes that can provide a supportive recovery community, and services that will improve resident's ability to sustain long term recovery and family preservation, while pursuing educational and occupational opportunities and developing life and recovery skills. Residents will also support each other in their recovery improving self esteem and creating an expanded recovery community.

2. Aldie Foundation is requesting a deed transfer of the identified properties.

3. Land use and zoning will need to accommodate residential R1 uses. No change should be necessary.
4. No rehabilitation or construction is anticipated or necessary for the proposed use.

Organizational Capacity

1. Aldie Foundation has operated 2 transitional living homes for an average of 16 individuals in early recovery from chemical dependency for 12 years.
2.
 - Aldie House
232 and 234 Main Street
Doylestown, PA, 18901
Phone
On-site manager
 - 2 Residential Homes
16 Transitional Housing Beds
1 on-site manager apartment
 - See (Attachment 7)
 - Full range of drug and alcohol Ambulatory care services including Outpatient, Intensive Outpatient, Partial Hospitalization, Mobile Engagement, Peer Support, and Pharmacotherapy.
 - 12 years 234 North Main Street, 10 years 236 North Main Street.
 - Consolidated Audited Financial Statements for the entire organization including breakout for Sheltered Housing program. (Attachment 8)
3. Expansion of existing programs will consist of 1 additional On-site manager, 1 FTE additional Peer Support staff, and 1 professional counseling staff member specializing in Occupational development and family preservation. Job descriptions attached (attachment 9)
4. Management Functions provided by On-site Project manager will include:
 - Provide assistance in application for benefits, MA, SSI, TANF, etc.
 - Visit twice weekly every unit to insure compliance with program rules and optimal living standards
 - Conduct monthly review of physical plant to assure repair and optimal functioning of utilities, furnishings, appliances, general appearance and functionality.
 - Assure neighborhood safety and security program through organization and regular meetings of a neighborhood safety watch.
 - Conduct monthly recovery community meetings to address concerns, issues and improvements recommended by residents.
 - Recruit peer specialists and recovery support volunteers to assist persons in early recovery.
 - Coordinate treatment, peer support services, occupational training, and referral services for residents with Aldie Foundation clinical staff.
 - Coordinate purchasing and contracting for supplies repairs etc. through the Foundations purchasing and contracting systems.
 - Review applications, interview potential residents and assign residential units as available.
 - Manage the waiting list and maintain record of rent payments, payments due, etc.
 - Collect rents on a weekly basis.

5. a) (Attachment 10) None of the Officers of the Aldie Board of Directors, or principle Employees have declared bankruptcy in the last five (5) years.
b) None of the Officers of the Aldie Board of Directors or principle Employees have been convicted of a felony in the last five (5) years.

c) Business References

HPT Systems, Inc. (Approx \$40,000)
283 2nd Street Pike, St. 170
Southampton, PA 18966
215-364-8226

Stalker & Assoc., Inc. (Personnel Insurance Broker, (approx \$160,000)
301 South State Street
Newtown, PA 18940
215-860-5504 phone

Johnson, Kendall & Johnson, Inc.
(Professional Liability, Property, D&O Insurance broker (Approx. \$30,000)
"Insurance Brokers and Risk Management Consultants"
109 Pheasant Run | Newtown | PA | 18940
W: 215.579.6436

Broadview Networks (Phone Service Provider, (Approx \$100,000)
Direct: 610-755-4433
Fax: 610-755-3290
Email: akelper@broadviewnet.com
Website: www.broadviewnet.com

Atlantic Diagnostic Laboratories, LLC (Lab tests, (approx \$60,000)
3520 Progress Drive, Suite C
Bensalem, PA 19020
Phone: 267-525-2470

d) Financial References

National Penn Bank
94 North Broad Street
Doylestown PA, 18901
215-230-6947

Merrill Lynch
600 Hyde Park
Doylestown, PA 18901
215-340-3323

Bucks County Drug & Alcohol Commission, Inc.
1230 Veterans Highway, Suite F-13
Bristol, PA 19007
(215) 788-8172

**Magellan Health Services
Newtown PA Care Management Center
105 Terry Drive, Suite 103
Newtown, PA 18940-3427
Phone: 215-504-3996**

**Abington Bank
329 N. Main Street
Chaifont, PA 18914
215.822.9636**

6. A)1 thru 7 (See attachments 10 through 17 relating to "Organizational Capacity" Items
(6a-1 through 7)



RESOLUTION OF BOARD OF DIRECTORS

WHEREAS, the Board of Directors of the Aldie Foundation, Inc., (the Organization) met in a regular monthly meeting this 29th day of April, 2004.

NOW, THEREFORE BE IT RESOLVED THAT:

The Board of Directors of Aldie Foundation, Inc., grants authority to the Executive Director to execute agreements and sign contracts on behalf of Aldie Foundation, Inc.

The undersigned President of Aldie Foundation, Inc., (the Organization) hereby certifies that the foregoing resolution was duly adopted by the Board of Directors on the 29th day of May, 2004.

Corporate Seal

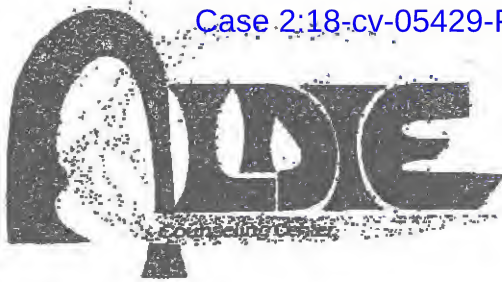
A handwritten signature in black ink, reading "Vincent J. Deon". The signature is written in a cursive style with a large, sweeping "V" and "D".

Vincent J. Deon, President

5. 12. 04

Date





This will identify that Aldie Foundation, Inc., is a private, non-profit, tax exempt organization under Section 501(c) (3) of the 1986 Internal Revenue Code. Aldie is a member agency of the United Way of Bucks County.

A copy of the IRS letter recognizing Aldie's 501 (c) (3) status is attached.

228 North Main Street, Doylestown, PA 18901 • 215-345-8530, FAX 215-345-5423

~~3369 Progress Drive, Bensalem, PA 19020 • 215-642-3230, FAX 215-642-3234~~

4401 Progress Drive, Bensalem, PA 19020 • 215-642-3230, FAX 215-642-3234



A United Way Agency

Internal Revenue Service
District Director

Department of the Treasury

Date: DEC 28 1982

Employer Identification Number:
23-2044355

Accounting Period Ending:

June 30

Form 990 Required: ☒ Yes ☐ No

Aldie Foundation
228 North Main Street
Doylestown, PA 18901

Person to Contact:

M. Avigenis

Contact Telephone Number:

(215)597-4168

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 509(a)(1) & 170(b)(1)(A)(vi).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. Also, you should inform us of all changes in your name or address.

Generally, you are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. If you have paid FICA taxes without filing the waiver, you should contact us. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

The box checked in the heading of this letter shows whether you must file Form 990, Return of Organization Exempt from Income tax. If Yes is checked, you are required to file Form 990 only if your gross receipts each year are normally more than \$10,000.*If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, when a return is filed late, unless there is reasonable cause for the delay.

(over)

P. O. Box 260, Newark, NJ 07101

Letter 947(DO) (5-77)

654571

Attachment 3

ARTICLES OF INCORPORATION

TO: CORPORATION BUREAU
DEPARTMENT OF STATE
COMMONWEALTH OF PENNSYLVANIA

DOMESTIC NON-
PROFIT CORPORATION

In compliance with the provisions of the "Non-Profit Corporation Law of 1972", approved the 15th day of November, 1972, No. 271, 15 Pa. C.S.A. 7301 et seq., the undersigned who is of full legal age and who is a citizen of the United States and resident of the Commonwealth of Pennsylvania, desiring that he may be incorporated as a non-profit corporation does hereby certify that:

1. The name of the corporation is: Aldie Foundation.
2. The location and address of the initial registered office is: 13 Old Dublin Pike, Doylestown, Bucks County, Pennsylvania (18901).
3. The corporation is incorporated under the Non-Profit Corporation Law of the Commonwealth of Pennsylvania for the following purpose or purposes:

The purpose is to engage in the field of substance abuse with particular emphasis on alcoholism. The activities shall include, but shall not be limited to the following: the prevention of substance abuse; informing and educating the community and public

corresponding provision of any future United States Internal Revenue law).

4. The Corporation does not contemplate gain or profit, incidental or otherwise.

5. No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its members, directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article 3 hereof.

6. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on: (a) by a corporation exempt from Federal Income Tax under Section 501 (c) (3) of the Internal Revenue Code of 1954 as amended (or the corresponding provision of any future United States Internal Revenue law); or (b) by a corporation, contributions to which are deductible under Section 170. (c) (2) of the Internal Revenue Code of 1954 as amended (or the corresponding provision of any future United States Internal Revenue law).

7. The term of the corporation's existence is perpetual.

8. The corporation is organized upon a non-stock basis.

9. Upon the dissolution of the corporation or the winding up of its affairs, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the

APPLICANT'S ACCT NO.

B-54-503 (Rev. 11-72)

Reg Fee: \$48
MIS-45Decennial Report of
Continued Existence.

81-12 134

(Line for numbering)
654571COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
CORPORATION BUREAUFiled this 6 day of
January 19 81Commonwealth of Pennsylvania
Department of State*William L. Davis*

Secretary of the Commonwealth

(Box for Certification)

In compliance with the requirements of 54 Pa.C.S. §503 (relating to decennial filings required) the undersigned corporation or association does hereby certify that:

1. The name of the corporation or association to which this report relates is:

Aldie Foundation, Inc.

2. The address of the registered or other office of the corporation or association is (the Department of State is hereby authorized to correct the following statement to conform to the records of the Department):

228 North Main Street

(NUMBER)

(STREET)

Doylestown,

(CITY)

Pennsylvania18901

(ZIP CODE)

3. (Check one of the following):

☒ The corporation continues to exist.☐ The association continues to exist.

IN TESTIMONY WHEREOF, the undersigned corporation or association has caused this report to be signed by a duly authorized officer and its corporate or other seal, if any, duly attested by another such officer, to be hereunto affixed this _____ day of _____, 19____

Aldie Foundation, Inc.

(NAME OF CORPORATION OR ASSOCIATION)

By:

The Rev. Lawrence H. Hays

(SIGNATURE)

President

(TITLE: PRESIDENT, VICE PRESIDENT, ETC.)

Attest:

Elizabeth Larkin

(SIGNATURE)

Director

(TITLE: SECRETARY, ASSISTANT SECRETARY, ETC.)

(CORPORATE OR OTHER SEAL, IF ANY)

Att. Document 4

MICHAEL M. RATAJCZAK

Curriculum Vitae

EDUCATION

DREXEL UNIVERSITY, PHILADELPHIA, PENNSYLVANIA

Masters in Business Administration, 2003

Concentration: Executive MBA

BRYN MAWR SCHOOL OF SOCIAL WORK & SOCIAL RESEARCH, BRYN MAWR, PENNSYLVANIA

Master of Social Science, 1983

Concentration: Social Service Management

HAHNEMANN UNIVERSITY, PHILADELPHIA, PENNSYLVANIA

Bachelor of Science, 1976

Concentration: Mental Health Technology

BURLINGTON COUNTY COMMUNITY COLLEGE, PEMBERTON, NEW JERSEY

Associate of Art, 1974

Dean's List

Concentration: Liberal Arts

FIELD EXPERIENCE

ALDIE FOUNDATION, INC. DOYLESTOWN, PENNSYLVANIA

Executive Director. Responsible for budgeting, proposal and program development, financial reporting, licensing compliance, policy and procedure development, human resources, clinical supervision, and general administration of all aspects of a multi program chemical dependency treatment facility. (May 1989 – Present)

WILBY HOUSE, ALLENTOWN, PENNSYLVANIA

Family Therapist. Provided Therapeutic interventions to families and children with complex psychiatric and chemical dependency problems. Worked closely with schools, Children and Youth agencies and foster families. (September 1988 – May 1989)

ALDIE FOUNDATION, INC. DOYLESTOWN, PENNSYLVANIA

Drug and Alcohol Clinical Specialist. Provided D&A counseling and treatment interventions to individuals, families and groups. (July 1983 – September 1988)

PHILADELPHIA CHILD GUIDANCE CLINIC, PHILADELPHIA, PENNSYLVANIA

Family Therapy Intern. Clinical internship providing consultation to Children's Hospital Allergy Clinic and structural therapy to families with psychosomatic illness. (August 1982 - June 1983)

HAHNEMANN UNIVERSITY HOSPITAL, PHILADELPHIA, PENNSYLVANIA

Psychiatric Technician. Emergency room position in Hahnemann Hospital. Responsibilities included consultation, crisis intervention, family counseling, referral, and management of an eight bed holding area. (June 1982- September 1982, on-call position)

PHILADELPHIA PSYCHIATRIC CENTER, PHILADELPHIA, PENNSYLVANIA

Clinical Intern. Provided individual, family, and group psychotherapy in a combined in-patient and outpatient drug treatment program. (September 1981 - June 1982)

JOHN F. KENNEDY COMMUNITY MENTAL HEALTH CENTER, PHILADELPHIA, PENNSYLVANIA

Mental Health Worker III. Staff position in a multi-disciplinary outpatient community mental health center. Responsibilities included intake coordination, initial evaluation, crisis intervention, individual follow-up with supportive and insight oriented psychotherapy, group, family therapy. (December 1976 - August 1981)

WEST PHILADELPHIA COMMUNITY MENTAL HEALTH CONSORTIUM, INC. PHILADELPHIA, PENNSYLVANIA

Psychiatric Intake Evaluator. Provided evaluation, crisis intervention and referral on an emergency basis in an urban general hospital receiving ward. (July 1976 - August 1978, hours varying per diem)

HAHNEMANN COMMUNITY MENTAL HEALTH CENTER, PHILADELPHIA, PENNSYLVANIA

Mental Health Technician. Clinical internship in a multi-disciplinary, combined child and adult outpatient clinic. Responsibilities included intake, crisis intervention, initial evaluation, case management, and psychotherapy with individuals, families, and groups. (July 1975 - June 1976)

FACULTY POSITIONS

HAHNEMANN UNIVERSITY, PHILADELPHIA, PENNSYLVANIA

Instructor. Provided instruction in clinical case conference class and coordination of senior faculty consultation in Bachelor level Mental Health Technology program. (September 1979 - September 1981)

JOHN F. KENNEDY COMMUNITY MENTAL HEALTH CENTER, PHILADELPHIA, PENNSYLVANIA

Clinical Supervisor. Providing direct supervision to Bachelor level Mental Health Technology and Social Work students in areas of clinical and administrative issues. (September 1978 - September 1981)

BOARD INVOLVEMENT

PENNSYLVANIA COMMUNITY PROVIDERS ASSOCIATION, HARRISBURG, PENNSYLVANIA

Served as Regional Representative, Chair of the Membership Committee, Treasurer, and currently Vice President for this Statewide Trade Association.

DRUG AND ALCOHOL SERVICE PROVIDERS OF PENNSYLVANIA, HARRISBURG, PENNSYLVANIA

Board Member of this Statewide Trade Association

BUCKS COUNTY PROVIDERS ADVISORY TASK FORCE, BUCKS COUNTY, PENNSYLVANIA

Served as President of this local provider's association and current member.

REFERENCES

Furnished upon request.



All personnel policies shall be updated by the Executive Director and reviewed and approved annually by the Board of Directors.

POLICY STATEMENT - AFFIRMATIVE ACTION PLAN

It is the policy of Aldie Counseling Center to provide equal employment opportunity to all qualified individuals without regard to their age, color, religion, national origin or sex, and to handicapped individuals in all personnel actions including recruitment, evaluation, promotion, compensation, and training.

It is also Aldie's policy to promote the realization of equal employment opportunity through a positive continuing program of specific practices designed to ensure the full realization of equal employment opportunity without regard to medical handicap, age, race, color, religion, national origin, sex, or handicap of known history of personal drug and alcohol use and abuse, mental illness, or crime.

To make this policy effective, we have developed this *Affirmative Action Program in compliance with the Americans with Disabilities Act.*

- 1. Aldie will make every effort to reasonably accommodate the disabilities of qualified applicants or employees, unless an undue hardship will result.*
- 2. Aldie may reject applicants or fire employees who pose a direct threat to the health or safety of other individuals in the workplace.*
- 3. Aldie will not discriminate against a qualified applicant or employee because of a known disability of an individual with whom the applicant or employee is known to have a relationship or association.*
- 4. Auxiliary aids and services will be provided to individuals with vision or hearing impairments or other disabilities so that they can have an equal opportunity to participate or benefit, unless an undue burden would result.*
- 5. Physical barriers in existing facilities will be removed or alternative methods of providing services will be offered if doing so is readily achievable.*
- 6. Any new construction or alterations will address issues of accessibility. (e.g. Addition of Handicap access elevator, restroom, etc.)*
- 7. Job Descriptions will specify essential duties, accommodations, environmental conditions, etc.*

This *Affirmative Action Plan* shall in no way affect the quality of performance expected of all employees of Aldie Counseling Center.

Designation of Affirmative Action Coordinator

Michael Ratajczak, Executive Director, is responsible of the administration and implementation of Aldie's Equal Opportunity Program. It is also the responsibility of all persons making employment decisions with respect to recruitment, evaluation, selection, promotion, compensation, training, and termination of employees to ensure that our policy and program is adhered to, and that no person is discriminated against in employment because of medical handicap, age, race, color, religion, national origin, sex, or physical handicap.

POLICY DISSEMINATION

Selection, Recruitment, Affirmative Action: To assure that all members of the staff and Board are cognizant of our equal opportunity policy and their individual responsibilities in carrying out this policy, the following communication is made: *On February 11, 1980, the President of the Board of Directors signed a certificate of non-discrimination, filed with the United Way, and a copy kept with the Board minutes (see exhibit)*

POLICY DISSEMINATION (Affirmative Action), continued

Selection: Job applications are reviewed by the Executive Director or his designee, and qualified applicants are invited for an interview with the Director or his designee. The top qualifying candidates may be invited to a group interview with the Professional Staff Organization or its Executive Committee. Based upon input from the staff involved, the Executive Director makes the final decision whether or not to submit the qualifications of a chosen candidate to the Board of Directors.

To insure non discrimination in relation to minorities, women, and the handicapped, and to foster their full consideration in filling job vacancies, we will utilize the following recruitment procedures:

- A. We will attempt to maintain systematic communications, both orally and in writing, with a variety of minority and women's organizations to encourage the referral of qualified minority, handicapped, and female applicants.
- B. When we recruit prospective employees from educational institutions, such recruitment efforts will include area schools and colleges with significant minority and female enrollments, including but not limited to: Bucks County Community College, Newtown, PA; Lansdale Business School, Lansdale, PA; Bryn College School of Social Work, Bryn Mawr, PA
- C. When utilizing advertising media for recruitment purposes, help-wanted advertisements should always include a notice that we are an "Equal Opportunity Employer" and contain no indication, either explicit or implied, of a preference for one sex over another.
- D. When we place employment advertisements printed media, some of such advertisements will be placed in media which have minorities and women among their readership.
- E. We will encourage present employees, particularly minority, females, or handicapped employees, to refer qualified minority, female, or handicapped candidates for existing and future job openings.
- F. Every effort will be made to hire staff persons representative of the population the agency serves.
- G. Clerical and other support staff shall be employed in sufficient numbers to insure efficient and safe operation of all services provided by Aldie.

TRAINING

Aldie will provide on-the-job training to upgrade the skills of employees. An annual Training Plan is the responsibility of the Executive Director.

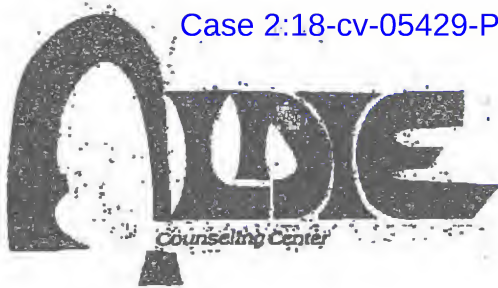
RELAPSE OF RECOVERING CLINICAL PERSONNEL

704.3(a)

Please refer to the Drug-Free Workplace section in this manual, which describes policies applicable to recovering and non-recovering personnel.

VOLUNTEERS

Aldie has no formalized volunteer program.



NONDISCRIMINATION POLICY

- 1 Aldie Foundation, Inc. shall not discriminate on the basis of race, color, religious creed, ancestry, union membership, age, sex, sexual orientation, national origin, or mental or physical challenge.
- 2 Compliance with the Pennsylvania Human Relations Act (43 P.S. Sections 951-963) shall constitute compliance with this paragraph.
- 3 This policy shall apply to any person served, membership on the Board of Directors, and staff employment.

Winword, Policy, Nondiscrimination, 12/98



POLICY STATEMENT

Staff Development & Training

Issued By: Aldie Foundation, Inc.
Approved By: Michael Ratajczak, LSW
Executive Director

Effective Date: 2/28/07
Replaces: Rev. 9/28/06

Signature: _____

Page 1 of 3

Subject: Professional development and ongoing training for staff members.

NOTE: Also refer to the Aldie policy on *Staff Supervision*.

Policy: Aldie Foundation is committed to facilitating and providing ongoing staff training. It is the responsibility of the Executive Director to insure compliance with *Pa Code § 704.11..Staff development program*, and that each employee has a written training plan which includes PA Department of Health mandated trainings. The development, implementation, monitoring, and review of the annual individual and organizational training plans may be delegated to designated supervisory and/or administrative staff accountable to the Executive Director, and shall include an assessment of staff training needs, an overall plan for addressing these needs, a mechanism to collect feedback on completed training, and an annual evaluation of the overall training plan.

All Aldie staff members, regardless of position, are mandated to complete the following core training using a PA Dept. of Health approved curriculum:

- 6 hours HIV/AIDS training
- 4 hours Sexually Transmitted Diseases & TB training
- Confidentiality training

Counselors and counselor assistants shall complete these mandated trainings within the first year of employment. All other staff shall complete the trainings within the first two years of employment. All clinical staff will also complete the Co-occurring Core Competency trainings as outlined in the Commonwealth of Pennsylvania Co-occurring Competency Bulletin, within the first year of employment. A staff member's individual training plan is based on the employment anniversary and developed as part of the annual performance evaluation. The annual organizational training plan and schedule corresponds with Aldie's fiscal year, from July 1 of a given year through June 30 of the following year. A staff member who holds more than one position at Aldie shall meet the training requirement hours set forth for the employee's primary position. Subject areas shall be selected according to the employee's training plan. Primary position is defined as that position for which an individual was hired.

At least one-half of all training specified in this policy shall be provided by trainers not directly employed by Aldie, unless Aldie employs staff persons specifically to provide training for its organization and staff. Aldie's in-house training program is not responsible for providing all of the State's required annual training hours for clinical staff positions. Payment or reimbursement for training and education received outside of Aldie's in-house training program is at the discretion of the Executive Director, except for attending the specific mandated trainings listed above which will be paid by Aldie.

Fully credentialed counselors/therapists are required to obtain at a minimum 25 hours of training/education annually. Counselor Assistant status staff members are required to complete 40 hours their 1st year and 30 hours annually thereafter. Supervisors must complete 12 hours annually.

Pa Code § 704.11 lists suggested training topics/areas for each of these positions; such as ethics, cultural sensitivity, sexual harassment, treatment techniques and trends, etc.

Each employee shall have a written individual training plan, appropriate to that employee's skill level, and shall be developed annually with input from both the employee and his/her supervisor. This plan shall be based upon the employee's previous education, experience, current job functions, and annual job performance evaluation.

CPR certification and first aid training shall be provided to a sufficient number of staff persons, so that at least one person trained in these skills is onsite during Aldie's hours of operation. Ideally 50% of Aldie's current staff should have received CPR certification and first aid training.

Purpose: To define a comprehensive staff development program for Aldie personnel including policies and procedures for the program indicating who is responsible and the time frames for completion of the development program's components.

Procedures: A continuous staff development and training program shall be provided to keep the professional and support staffs informed of significant clinical and administrative developments and skills. The staff supervision process provides additional opportunities for learning and skill development, and well as a means of identifying individual and organizational training needs.

Aldie will maintain the appropriate number of credentialed clinical and supervisory staff to meet the needs of both a substance use and any co-occurring mental health population.

Meeting the criteria and maintaining professional licenses and/or certifications is the sole responsibility of the individual staff member, not Aldie. However, the training required by this policy may, in some instances, also meet the criteria of licensing/certifying bodies

External training is encouraged, and the agency will attempt to accommodate scheduling and tuition needs, dependent on the agency's annual budget. The annual budget includes staff training funds, which are awarded at the discretion of the Executive Director. Training funds can be used by the staff person for tuition reimbursement or for travel or lodging expenses incurred in connection with an approved training. Training budget dollars are also used to provide in-service training opportunities and/or out-service training deemed necessary by the Executive Director.

The awarding of training funds is based on the needs of the organization and subject to the availability of funding for this purpose at the time of the award. Factors that may be considered in the awarding of training funds to full-time, salaried counselors may be the individual's quarterly productivity ratios and the satisfactory completion of all required paperwork; for example, productivity ratios within 5% of expected levels and Utilization Review ratings of 80% or better to qualify for funds. Fee-for-service counselors may also be eligible for tuition reimbursement, based on a pro-rata basis of their hours worked at Aldie, and on satisfactory completion of all paperwork. Other staff may receive training dollars based on performance and/or organizational needs at the director's discretion.

Each full-time employee may receive approval to use up to five (5) of the allotted ten (10) health days per year (5 days x 8 hours = 40 hours) for paid, external training time. These training days cannot be carried from one year into the next. An employee shall request training-time leave on the *Request for Leave* form that is also used for vacation requests, etc. In addition, an employee may be allotted paid-time for trainings that an employee attends at the request of the Executive Director.

All in-house and external training completed is to be evaluated by all participating staff on the agency *Training Evaluation* form and documented in the individual personnel training files. Each staff person's individual annual training plan is assessed minimally at the time of their annual

performance evaluation and as needed throughout the year via the regular "Operations" meetings of the Executive Committee and in weekly small group and/or individual supervision. The Executive Director in conjunction with the Executive Committee of the PSO will annually evaluate and update the overall training program, and semi-annually develop specific training plans, based on needs assessment data gathered in staff meetings, current trends, program development and regulatory mandates.

The following are steps to follow in implementing this policy:

1. Each new hire completes Aldie's *Initial Review of Training and Training Needs at Hire* form. The Administrative Assistant provides copies to the employee's supervisor and the person designated to coordinate the staff training process (usually the Doylestown Outpatient Coordinator).
2. The staff training coordinator or designee then sets up the new employee's Training Education record for the current fiscal year (July 1 to June 30th), and enters any one-time mandatory trainings the employee has previously received (i.e., HIV/AIDS, STDs, etc.). State mandated trainings need to be completed within timeframes according to employee's position.
3. In-service trainings, including trainers coming from outside of Aldie, are usually scheduled during the designated staff meeting time - Wednesdays at 11 a.m. in Doylestown or 12:00 p.m. Thursdays in Bensalem. Significant advanced notice is needed for in-house trainings held at other days or time to accommodate client scheduling.
4. Aldie's *Training Needs Assessment* form is to be completed by all staff at the end of May of each training year to provide feedback on needed and suggested trainings. An annual evaluation of the training plan is conducted by the Operations/Executive Committee in June.
5. The annual training plan and schedule is developed prior to July 1st based on the feedback received. When feasible, internal staff may provide training. Trainers from other agencies may also provide training. **Reminder: 50% of training is to be obtained from outside trainers. This means either the employee goes out to a training event, or the non-staff trainer presents a workshop at Aldie.**
6. After receiving training, staff members must complete the *Training Appraisal Form* in order to receive credit in their training record toward their annual training hours requirement.
7. In-house training attendees are to receive a *Certificate of Training* which identifies all necessary fields; such as, presented to..., completion of..., date, contact hours, name of instructor, and sign off as the designated person monitoring training. External trainers should provide a certificate to the trainee, a copy of which is to be given to Aldie's training coordinator.
8. In January, all staff are provided a copy of their training report, so each can see what hours he/she has achieved, and what hours remain. Individuals that are significantly behind in their required training hours need to be additionally monitored for compliance. A copy of the training report is given to the employee's supervisor for monitoring and use as part of the employee's annual performance evaluation.

Note: Counselors not completing their mandated yearly training may lose their privileging status and not be permitted to provide direct care. In addition, State licensing monitors compliance with training regulations and agency may be cited for any clinician/employee not fulfilling requirements.

709.26(a)(10)

Aldie Counseling Center

WORK PERFORMANCE EVALUATIONS

It is the policy of the Aldie Counseling Center that evaluation be a constant, regular procedure in which every employee is encouraged to keep an ongoing record of achievements, and in which feedback from peers and supervisors is a regular process in the agency's operations.

Each employee will be evaluated formally at least once a year on the anniversary of employment. If an employee is assigned to a new position with a new pay rate, an evaluation will be conducted at that time. That date then becomes the anniversary on which the annual evaluation will be conducted. If an employee changes from full time to part time or vice versa with no change in responsibilities or pay scale, the original date of employment remains the anniversary date on which the employee's annual evaluation will be conducted.

The annual evaluation is conducted jointly by the employee, his/her immediate supervisor, and the Executive Director, utilizing the *Personnel Evaluation Form*, which is signed by all participants in the evaluation. The evaluation includes a review of the employee's training plan and attainments, and a page on which the employee has an opportunity to express opinions about the job, interests in other areas, and ways in which the agency can support his/her job performance. Clinical staff complete a re-credentialing process at this time.

Employees have the right to appeal and rebut disputed evaluations by submitting rebuttal data to the Executive Director within two weeks of the evaluation. Such data will be placed in the employee's file, with a record of the resolution of the appeal, or with an alteration of the evaluation form as appropriate. All personnel evaluation data is treated as confidential information.

The purposes of evaluations are:

- To encourage communication as dialogue
- To encourage employee effectiveness
- To provide constructive feedback for improving job performance, resolving potential difficulties, and combating burnout
- To provide documentation for promotions, raises, terminations, etc.

709.26(a)(12)

EMPLOYEE GRIEVANCES

Any grievable issue is to be brought, in writing, within 30 days, to the attention of the Executive Director, who will respond in writing to the grievance within two weeks. If the aggrieved party is not satisfied with the Executive Director's response, within two weeks s/he will request further consideration on the grievance from the Personnel Committee of the Board of Directors, whose decision will be final. The Personnel Committee's decision must be delivered within thirty (30) days of receipt of the grievance statement.

Grievable Issues

- ♦ The issue must clearly define unfairness to the staff member who files the grievance
- ♦ The issue must arise out of an act or omission by Aldie, directly related to working conditions or the agency/staff relationship
- ♦ The issue must concern a matter which is wholly or in part within the control of Aldie
- ♦ The relief of the issue must be within the authority of Aldie to grant in whole or in part

If a staff member erroneously files a grievance concerning an issue which is not grievable, the supervisor should advise the employee of the appropriate procedure to address the issue.

POLICY STATEMENT
Disciplinary Action and Dismissal of Employees

Issued By: Aldie Foundation, Inc.
Approved By: Michael Ratajczak, LSW
Executive Director

Effective Date: 9/26/06
Replaces: Rev. 11/6/99

Signature: _____

Page 1 of 3

Subject: Behaviors or actions of Aldie's employees that may result in their dismissal or the implementation of progressive disciplinary procedures.

Policy: Dismissal without warning is the right of the agency in certain cases of unacceptable employee conduct; such as, but not limited to:

- Violation of professional code of ethics or appropriate boundaries with clients (refer to codes adopted by Aldie or by applicable professional certifying/licensing bodies)
- Offensive behaviors or actions toward a client or others that involve harassment (sexual or otherwise), exploitation (including financial), humiliation or retaliation
- Negligence or willful inattention in client care
- Abusive (verbal or physical), threatening, violent or dangerously aggressive behavior
- Divulging confidential information
- Falsifying records, reports, or information
- Dishonesty or theft
- Misconduct on or off duty in a manner injurious to the reputation of Aldie.
- Refusal or failure to do job assigned or insubordination
- Abuse of authority or agency property
- Illegal possession or distribution of drugs or related paraphernalia

The suspicion of misconduct in any of the above areas may result in the suspension of employment for a period not to exceed ten working days (except as noted below), during which time the Executive Director will investigate the matter before rendering a decision regarding dismissal or the use of progressive disciplinary procedures. The Executive Director may utilize the Operations/Executive Committee or other designated persons to assist with the investigation and determination. The employee may initiate Aldie's "Employee Grievances" procedure in response to an adverse decision, as defined in the Employee Orientation Handbook.

NOTE: In cases involving a criminal investigation or charges, the Executive Director may continue an employee's suspension until the charges are cleared and/or legal proceedings are concluded before rendering a decision regarding the employee.

Progressive disciplinary procedures may be utilized in, but not limited to, the following cases:

- Excessive lateness, absences, or personal breaks
- Failure to work at an acceptable pace or quality
- Creating or contributing to unsanitary or poor working conditions including staff morale
- Smoking in other than designated areas
- Making or receiving excessive personal telephone calls
- Unprofessional or public discussions regarding or including confidential client information
- Failure to maintain confidentiality of client records in locked files.
- Violating safety rules
- Gambling or intoxication

The Executive Director must be informed of and approve any relationship or arrangement that might be construed as having conflicting interests between Aldie and its staff and Aldie's vendors, supporters, referral sources/resources, and clients; including purchases or sales of goods or services (also refer to Aldie's Conflict of Interest Policy). Any employee who fails to obtain this approval is subject to this policy.

Purpose: The following discipline and dismissal procedures have been established at Aldie Counseling Center to insure that all employees are given fair treatment and an opportunity to improve their performance and conduct, while protecting the agency and the people we serve.

Procedure: Generally, every effort will be made to help the employee adjust to his/her work environment. Verbal consultations, which do not become a part of the employee's permanent record, will be administered by a supervisor when an employee oversteps the bounds of good conduct. However, depending upon the nature or severity of the issue, dismissal (immediate or with notice) or a more formalized progressive discipline procedure shall be utilized. The decision to terminate an employee under this policy will be made by the Executive Director.

Progressive Disciplinary Procedures:

1. A verbal warning with discussion of time frame in which behavior is expected to improve or cease. (By immediate supervisor, who shall make Director aware of the situation and document same in employee's personnel record, or by Executive Director through quarterly performance reports.)
2. **IF BEHAVIOR CONTINUES --**
Immediate supervisor presents employee with reprimand, written in agreement with the Executive Director, which details the unacceptable behavior and the time frame in which behavior is expected to improve or cease. This document should clarify possible consequences of continued behavior (e.g., "If this behavior continues, your position at Aldie will be in serious jeopardy and you may be terminated from employment"). It also documents that the behavior has continued since the verbal warning. When possible, this document is signed by the employee, the supervisor, and the Executive Director and a copy placed in the employee's personnel record.

If there is improvement or if the behavior has ceased, written documentation of same is noted on the reprimand mentioned above, with an addendum stating that the contract will remain in effect for a stated period of time. The employee, the supervisor, and the Executive Director sign this addendum.

3. **DISMISSAL IF SITUATION DOES NOT IMPROVE.**
Dismissal may be immediate upon reaching the initial time frame in which improvement was expected. Time frame for dismissal is at the discretion of the Executive Director; up to 30 days may be given to manage the transfer of cases and/or completion of paperwork.

When clinical privileges are denied or rescinded, or when termination is other than by mutual agreement, the grievance procedure applies. If Aldie should find it necessary to lay off an employee for reasons such as budget cuts, one month notice shall be given, when possible.

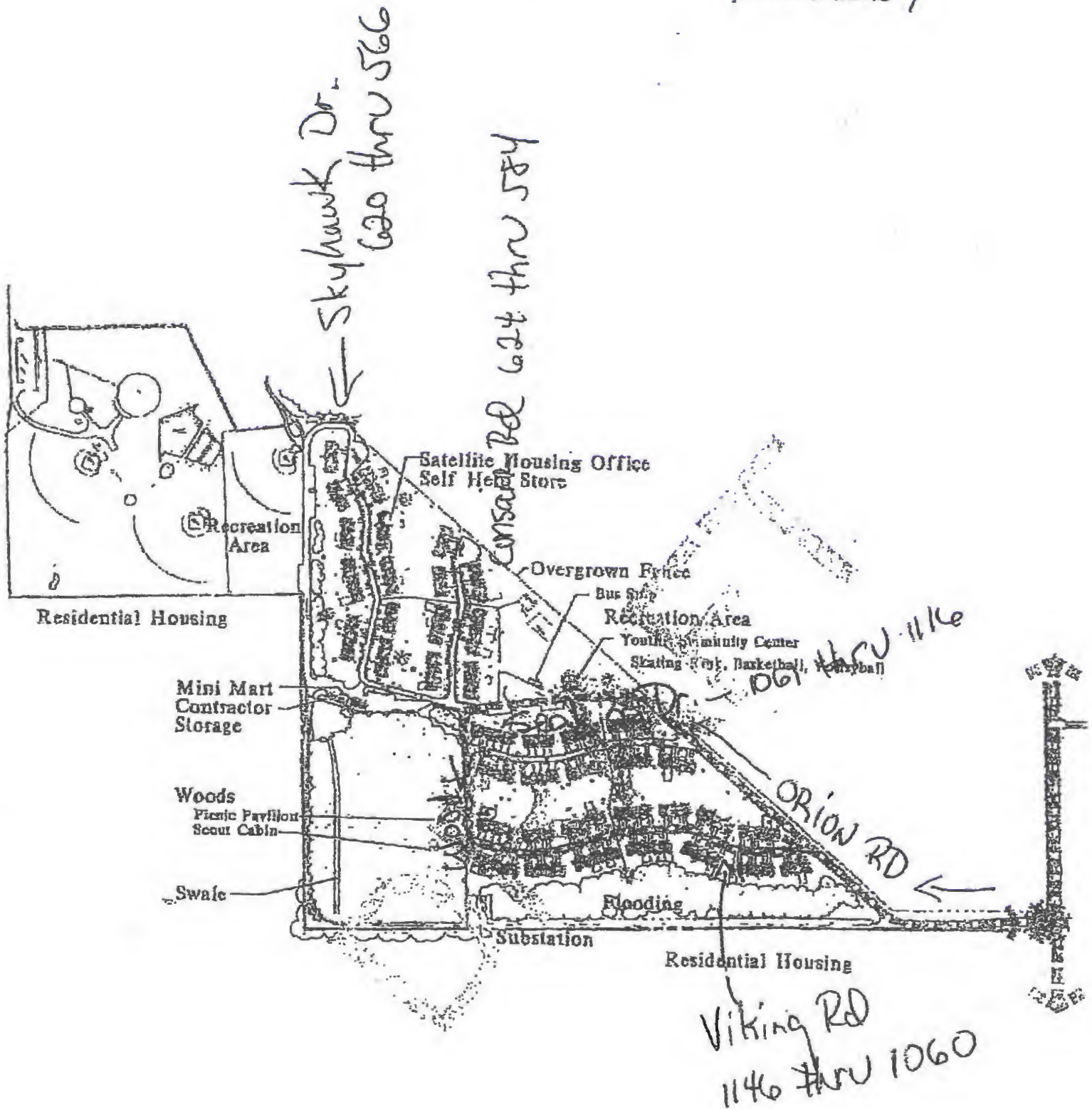
Voluntary Termination: Employees are expected to give at least thirty days' notice before leaving Aldie. Therapists are asked to give notice sixty days before they plan to leave, if possible, to facilitate a redistribution of their caseload in an orderly fashion in the best interests of their clients.

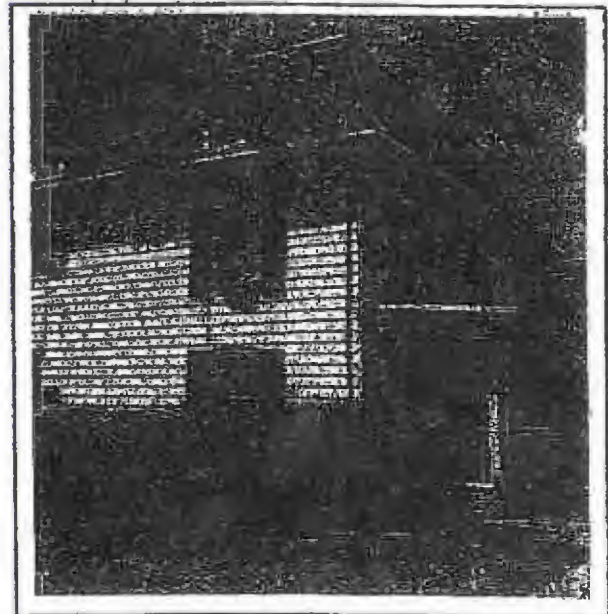
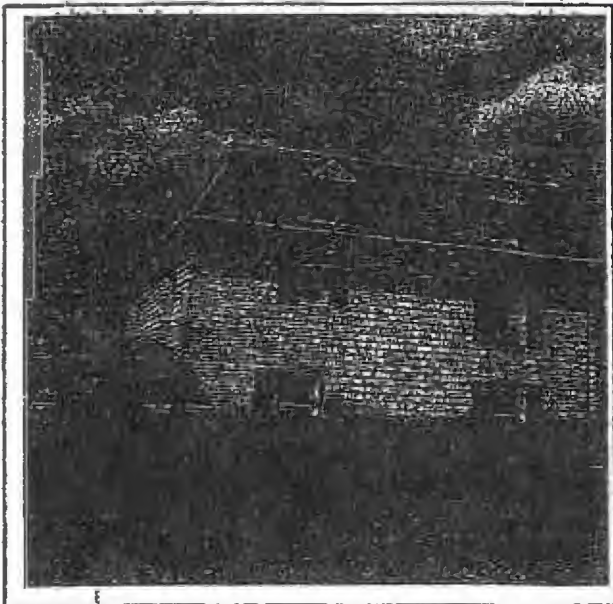
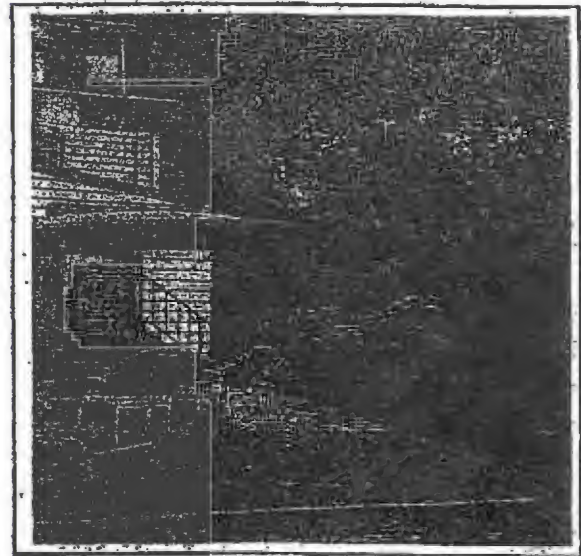
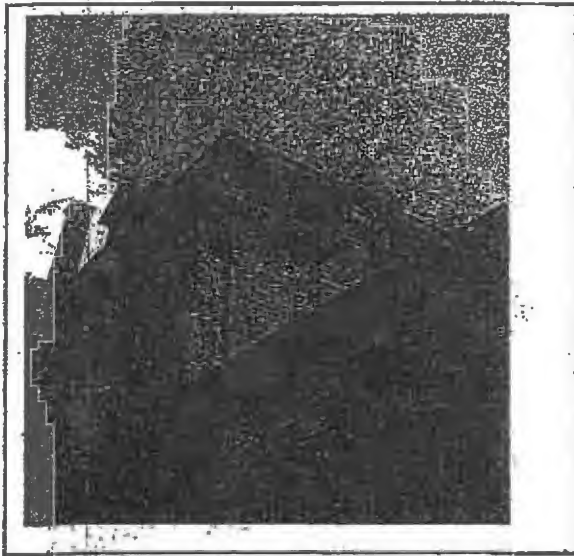
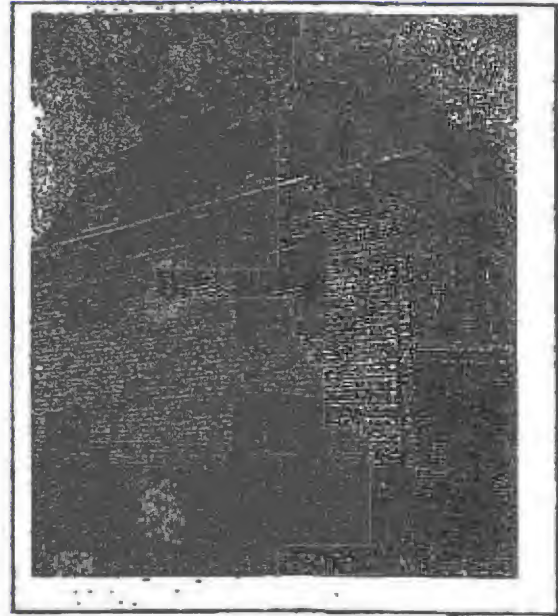
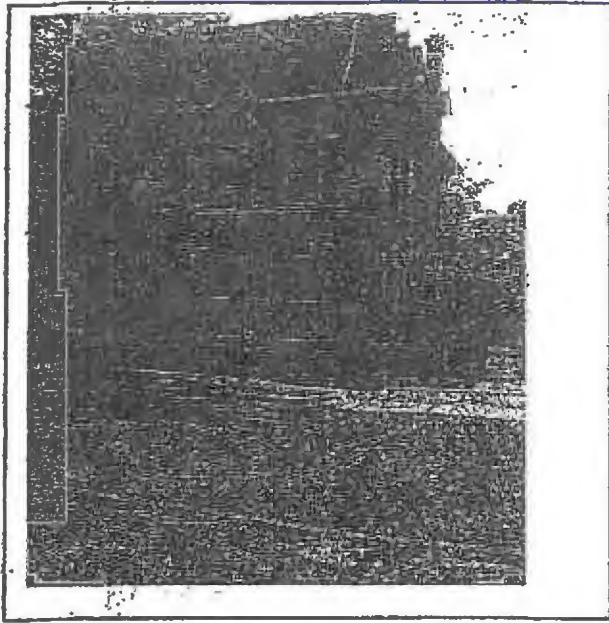
Exit Interview: Employees leaving Aldie Counseling Center will be asked to participate in a confidential exit interview conducted by the Director.

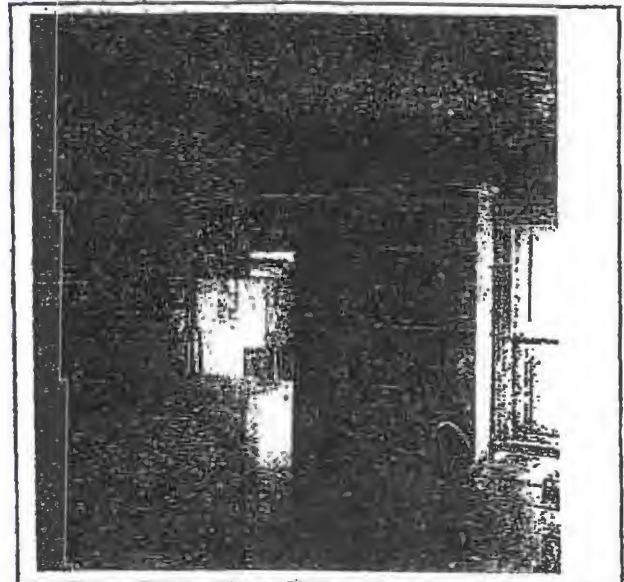
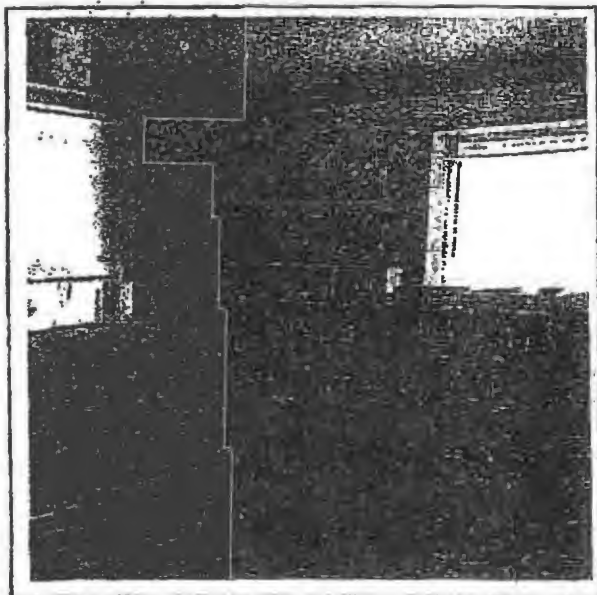
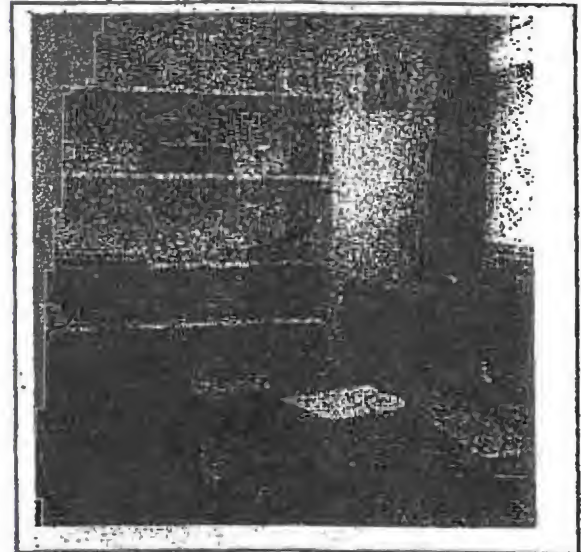
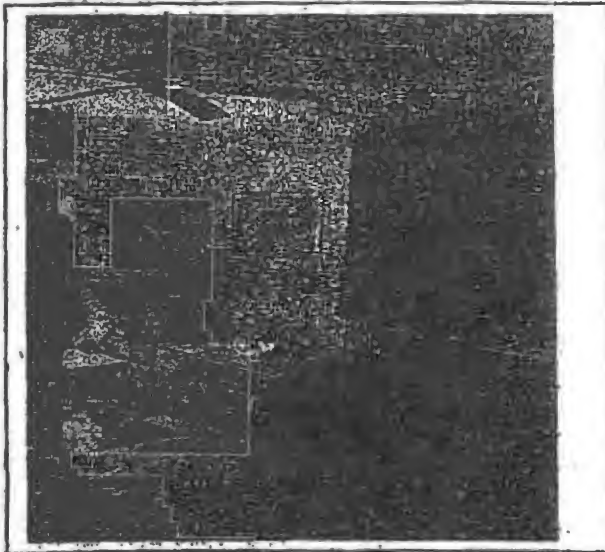
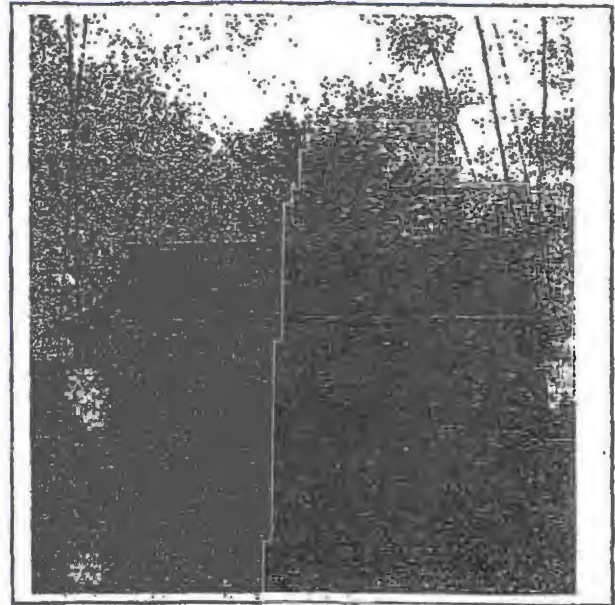
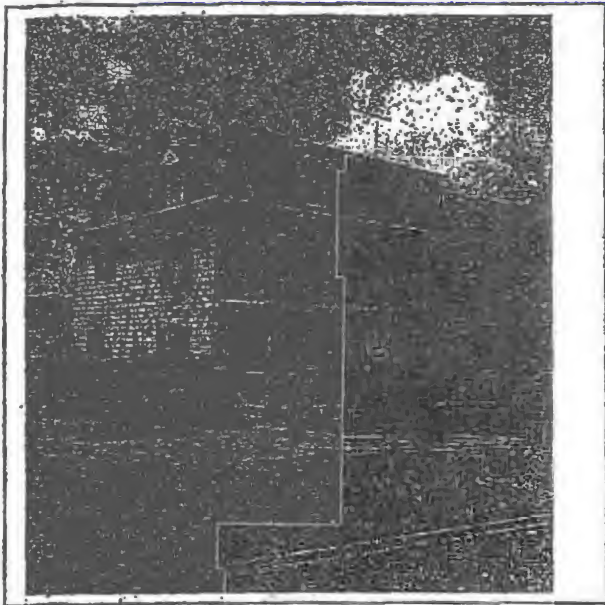
References for Professional Codes of Ethics: The following are sources of guidance regarding codes of ethics, including appropriate boundaries with clients and other items specified in this policy.

- *Aldie's Rules of Conduct* signed by staff at the time of employment
- National Association of Social Workers (NASW) *Code of Ethics* – Aldie subscribes to these standards of professionalism and considers them applicable to all staff members regardless of the position or profession.
- *Aldie's Sexual Harassment Policy & Procedures*
- *Pennsylvania Certification Board Code of Ethical Conduct* – applicable to all persons seeking or maintaining certification by this Board.
- American Association for the Treatment of Opioid Dependence, Inc. (AATOD) *Cannon of Ethics*

Attachment 7







Attachment 10

ALDIE COUNSELING CENTER

Job Description

TRANSITION HOUSE CLINICAL SERVICES COORDINATOR

Education and Professional Experience

The Transitional House Clinical Services Coordinator shall meet at least one of the following groups of minimum qualifications:

1. A Master's Degree or above from an accredited college with a major in chemical dependency, psychology, social work, counseling, nursing (with a clinical specialty in administration or the human services) or other related field, and two years of clinical experience in a human service agency, which includes 1 year of working directly with the chemically dependent person.
2. A Bachelor's Degree from an accredited college with a major in chemical dependency, psychology, social work, counseling, nursing (with a clinical specialty in administration or the human services) or other related field, and 3 years of clinical experience in a human service agency, which includes 1 year of working directly with the chemically dependent person.
3. An Associate Degree from an accredited college with a major in chemical dependency, psychology, social work, counseling, nursing (with a clinical specialty in administration or the human services) or other related field, plus 4 years of clinical experience in a human service agency, which includes 1 year of working directly with the chemically dependent person.
4. Current licensure in this Commonwealth as a physician and 1 year of experience in a human service agency, preferably in a drug and alcohol setting.
5. Current licensure in the Commonwealth as a psychologist, and 1 year of clinical experience, preferably in a drug and alcohol setting.
6. Current licensure as a social worker and 1 year of experience in a human service agency, preferably in a drug and alcohol setting.
7. Full certification as an addictions counselor by a statewide certification body which is a member of a National certification body approved or recognized by other states or Federal agencies plus 3 years of clinical experience in a human service agency, which includes 1 year of working directly with the chemically dependent person. The individual shall also complete a Department approved core curriculum training which includes a component on clinical supervision skills. This individual will be required to participate in monthly meetings with his supervisor to discuss his duties and performance. Continuation in the position of Transitional House Clinical Services Coordinator shall be contingent upon a satisfactory performance rating on a monthly basis for the first year.

The Transitional House Clinical Services Coordinator shall have knowledge of the physical and emotional characteristics of drug and alcohol dependency, of individual and group behavior, and of community resources. This person must also have the ability to work effectively as a team member within the agency, and to represent the agency appropriately in the community.

Job Description, TRANSITIONAL HOUSE CLINICAL SERVICES COORDINATOR, page 2

Other Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Language Skills

Ability to speak and understand English. Ability to read, analyze, and interpret common scientific and technical journals. Ability to respond to common inquiries or complaints from clients, regulatory agencies, or members of the community. Ability to write speeches and articles for publication that conform to prescribed style and format. Ability to review and edit other clinician's reports for accuracy, comprehensiveness, and readability according to prescribed style and format. Ability to effectively present information to clinicians and other professionals, public groups, administrators and/or boards of directors.

Reasoning Ability

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret abstract and concrete variables.

Mathematical Skills

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, and percentages.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit and talk or hear. The employee is occasionally required to stand and walk, and use hands to finger, handle, or feel objects, and to write or type notes, sign charts, and maintain files. Specific vision abilities required by this job include close vision as necessary to maintain client files and review and supervise files and outgoing correspondence, and complete reports.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.

Job Description, TRANSITIONAL HOUSE CLINICAL SERVICES COORDINATOR, page 3

Essential Duties and Responsibilities

Summary: Functions as a member of the treatment team, coordinates treatment services with the Executive Director, and supervises clinical staff. Counsels and aids individuals and families requiring assistance dealing with substance abuse problems, such as alcohol or drug abuse, and related psychological or emotional problems or family situations, and develops and implements therapeutic treatment plans, by performing counselor/therapist duties listed under that position. The Transitional House Clinical Services Coordinator is also responsible for the following:

1. Developing, implementing, and supervising all clinical aspects of the program: direct treatment, case management, referral and liaison with treatment services of other agencies.
2. Conducting treatment staff meetings weekly to review treatment plans and client status with counselors.
3. Reviewing treatment plans bi-monthly with psychological consultant.
4. Assisting, as directed by Executive Director, in public relations activities, including community contacts, development.
5. Conducting telephone and face-to-face crisis intervention as needed.
6. Developing and implementing inservice programs.
7. Assisting Executive Director in organizing, recruiting, assigning, and supervising volunteers.
8. Case consultation, as needed, between scheduled treatment staff meetings.
9. Reviewing client files monthly for completeness, accuracy, and quality.
10. Reviewing, revising, and developing forms, as needed, for continuing improvement of service delivery.
11. Completing monthly, quarterly, and annual reports as designated by the Executive Director.
12. Maintaining basic statistical information with regard to program service delivery and activity.
13. Assist in maintaining policies and procedures to insure compliance with licensing and contracting entities (e.g., ODAP, BCDAC, Insurance contracts).
14. Reviewing and editing clinical narratives and outgoing clinical correspondence for accuracy and comprehensiveness.

Job Description, TRANSITIONAL HOUSE CLINICAL SERVICES COORDINATOR, page 4

Personal Growth and Development

The Transitional House Clinical Services Coordinator is encouraged to continue to seek experience and training which will enhance his/her ability to work more effectively with clients and staff.

The Transitional House Clinical Services Coordinator shall complete at least 12 clock hours of training annually in areas including:

1. Supervision and evaluation
2. Counseling techniques
3. Substance abuse trends and treatment methodologies in the field of addiction
4. Confidentiality
5. Codependency/Adult Children of Alcoholics (ACOA) issues
6. Ethics

Positions Supervised

The Transitional House Clinical Services Coordinator may supervise House Management staff.

Salary Range

\$30,000 to \$40,000 annually.

This position is equivalent to the position of "Clinical Supervisor" as described in Pennsylvania Department of Health Title 28 Health Safety, Part V Drug and Alcohol Facilities and Services, Chapter 704.

Supervisor Date

Coordinator Date

ALDIE COUNSELING CENTER

Job Description

COUNSELOR/THERAPIST

Education and Professional Experience

The Counselor/Therapist shall meet at least one of the following groups of minimum qualifications:

1. A Master's Degree or above from an accredited college with a major in chemical dependency, psychology, social work, counseling, nursing (with a clinical specialty in the human services) or other related field, which includes a practicum in a human service agency, preferably in a drug and alcohol setting. If the practicum did not take place in a drug and alcohol setting, the individual's written training plan shall specifically address a plan to achieve counseling competency in chemical dependency issues.
2. A Bachelor's Degree from an accredited college with a major in chemical dependency, psychology, social work, counseling, nursing (with a clinical specialty in the human services) or other related field, and 1 year of clinical experience (a minimum of 1,820 hours) in a human service agency, preferably in a drug and alcohol setting. If a person's experience did not take place in a drug and alcohol setting, the individual's written training plan shall specifically address a plan to achieve counseling competency in chemical dependency issues.
3. An Associate Degree from an accredited college with a major in chemical dependency, psychology, social work, counseling, nursing (with a clinical specialty in the human services) or other related field, plus 2 years of clinical experience (a minimum of 3,640 hours) in a human service agency, preferably in a drug and alcohol setting. If a person's experience did not take place in a drug and alcohol setting, the individual's written training plan shall specifically address a plan to achieve counseling competency in chemical dependency issues.
4. Current licensure as a registered nurse and a degree from an accredited school of nursing and 1 year of counseling experience (a minimum of 1,820 hours) in a human service agency, preferably in a drug and alcohol setting. If the counseling experience did not take place in a drug and alcohol setting, the individual's written training plan shall specifically address a plan to achieve counseling competency in chemical dependency issues.
5. Current licensure in this Commonwealth as a registered nurse and a degree from an accredited school of nursing and 1 year of counseling experience (a minimum of 1,820 hours) in a health or human service agency, preferably in a drug and alcohol setting. If a person's experience was not in a drug and alcohol setting, the individual's written training plan shall specifically address a plan to achieve counseling competency in chemical dependency issues.
6. Full certification as an addictions counselor by a statewide certification body which is a member of a National certification body approved or recognized by other states or Federal agencies.

The Counselor/Therapist shall have knowledge of the physical and emotional characteristics of drug and alcohol dependency, of individual and group behavior, and of community resources. This person must also have the ability to work effectively as a team member within the agency, and to represent the agency appropriately in the community.

Job Description, COUNSELOR/THERAPIST, page 2

Other Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Language Skills

Ability to speak and understand English. Ability to read, analyze, and interpret common scientific and technical journals. Ability to respond to common inquiries or complaints from clients, regulatory agencies, or members of the community. Ability to write speeches and articles for publication that conform to prescribed style and format. Ability to effectively present information to clinicians and other professionals, public groups, administrators and/or boards of directors.

Reasoning Ability

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret abstract and concrete variables.

Mathematical Skills

Ability to calculate figures and amounts such as client liabilities, income, insurance reimbursements and co-pays.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit and talk or hear. The employee is occasionally required to stand and walk, and use hands to finger, handle, or feel objects, and to write or type notes, and maintain files.

Specific vision abilities required by this job include close vision as necessary to maintain client files, prepare outgoing correspondence, and complete reports.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.

Job Description, COUNSELOR/THERAPIST, page 3

Essential Duties and Responsibilities

Summary: Counsels and aids individuals and families requiring assistance dealing with substance abuse problems, such as alcohol or drug abuse, and related psychological or emotional problems or family situations, and develops and implements therapeutic treatment plans, by performing the following duties:

Interviews clients, reviews records, and confers with other professionals to evaluate condition of client.

Formulates program for treatment and rehabilitation of client.

Counsels clients individually and in group or family sessions to assist client in overcoming alcohol and drug dependency and other related problems.

Counsels family members to assist family in dealing with and providing support for client.

Refers client to other support services as needed such as medical evaluation and treatment, social services, and employment or educational services.

Monitors condition of client to evaluate success of therapy; discusses progress toward goals with client and adapts treatment as needed. Develops aftercare plan with client, prepares discharge summary and completes follow-up.

Prepares and maintains in a timely manner client charts in accordance with state regulations. This includes client histories, treatment plans and updates, case consultations, biopsychosocial assessment, progress notes, aftercare plans, discharge summaries, and other correspondence and forms.

Maintains awareness of client's fiscal status with regard to payment of financial liability, changes in funding sources (e.g. Medical Assistance, insurance, county subsidy, etc.), and changes in employment status. Collaborates with Aldie Fiscal Office to support best funding assistance for client and to encourage client's fiscal responsibility.

Participates in staff meetings and supervision sessions.

Works collaboratively with other staff members in a team approach to treatment.

Job Description, COUNSELOR/THERAPIST, page 4

Personal Growth and Development

The Counselor/Therapist is encouraged to continue to seek experience and training which will enhance his/her ability to work more effectively with clients and staff.

The Counselor/Therapist shall complete at least 30 clock hours of training annually in areas including:

- Client recordkeeping
- Confidentiality
- Pharmacology
- Treatment planning
- Counseling techniques
- Assessment
- Codependency
- Adult Children of Alcoholics (ACOA) issues
- Disease theory of addiction
- Aftercare planning
- Principles of Alcoholics Anonymous and Narcotics Anonymous
- Ethics

Reports to and is Supervised by: Program Coordinator

Positions Supervised

The Counselor/Therapist may supervise student workers, volunteers, and project staff members, as designated by the Executive Director.

Witness

Employee Signature

Date

Print Employee Name

This position is equivalent to the position of "Counselor" as described in Pennsylvania Department of Health Title 28 Health Safety, Part V Drug and Alcohol Facilities and Services, Chapter 704.

Winword, Policy, JobCouns, Revise 4/15/03

ALDIE COUNSELING CENTER Job Description

PEER SPECIALIST

The Peer Specialist, utilizing personal recovery experience, engages and supports clients to facilitate their successful recovery from alcohol and other drug dependencies and to prevent relapse. Functioning as a part of the Aldie Treatment Team, the Peer Specialist provides adjunctive recovery services to help the client meet the challenges of sobriety. The Peer Specialist collaborates with the recovering community and service providers, and offers assistance to the client in accessing resources for community support groups, education, job search, life skills, housing, medical, legal, and social matters.

Educational and Professional Experience

The Peer Specialist shall meet the following minimum qualifications:

- A high school degree or General Education Development (GED) equivalent.
- Completion of the Peer Specialist Curriculum 2007 (including Addiction 101, Confidentiality, Ethics, Boundaries, Medication-assisted Recovery)
- Completion of 6 hours HIV-AIDS training; 4 hours TB, STD, and other health training; and 6 hours Confidentiality training.

Other Requirements

- Successful completion and discharge from a drug and alcohol treatment program.
- Stable recovery for minimum of one year.
- Knowledge of the physical and emotional characteristics of drug and alcohol dependency, of individual and group behavior, and of mental health issues that impact individuals with co-occurring diagnoses.
- Criminal Justice Background and Pennsylvania Child Abuse Clearance
- Ability to work effectively as a team member within the agency, displaying flexibility, assertiveness, and a good sense of boundaries.
- Ability to represent the agency appropriately in the community.
- Skills in needs assessment, record-keeping, and delivery of case management services.
- An understanding of the fundamental values, beliefs, norms, attitudes, and expectations of the recovering population in the community.

Ongoing Requirements

- Must adhere to all regulations and standards of Ethics and Confidentiality
- Must receive ongoing positive evaluation by supervisor
- Must actively attend and be involved in supervision and agency treatment team meetings.
- Must maintain valid driver's license and liability insurance

PEER SPECIALIST

Page 2 of 4

Other Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Language Skills

Ability to speak and understand English. Ability to read, and interpret documents such as articles in professional journals and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of clients or employees of the organization.

Reasoning Ability

Ability to apply commonsense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit and talk or hear. The employee is occasionally required to stand and walk, bend, lift and carry light items, and use hands to finger, handle, or feel objects, and to write or type notes, and maintain files.

Specific vision abilities required by this job include close vision as necessary to maintain client files and complete reports.

The employee must be able to operate a motor vehicle.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.

PEER SPECIALIST

Page 3 of 4

Job Responsibilities

It shall be the responsibility of the Peer Specialist to provide direct and indirect services to clients. Responsibilities include, but are not limited to:

1. Engaging clients, building rapport, assessing needs, providing assistance, support, and mentoring. Advocating for client when necessary.
2. Functioning as part of treatment team, attending treatment team and supervision meetings, integrating and coordinating peer services with treatment provided by primary therapists, and providing information that would be helpful in the client's treatment.
3. Talking with client and relating self-recovery experiences and life lessons to client's possible relapse triggers, struggles, dilemmas, and boundaries in sobriety.
4. Documenting all activity and keeping written records of all contacts.
5. Generating and providing timely reports as required by supervisor and/or Executive Director.
6. Maintaining knowledge of community resources and a resource file of community agencies. Staying current on new trends in the addiction treatment field.
7. Developing and maintaining collaborative associations with Bucks County service providers, and government medical and welfare assistance, vocational, educational, medical, legal entities.
8. Modeling a healthy lifestyle.
9. Keeping in close contact with priority clients, calling to remind them of appointments, and confirming that they have transportation.
10. Helping client cooperate with the Fiscal team. Assisting Fiscal Office in obtaining insurance authorizations and in notifying primary therapists of the need for re-authorization reports.
11. Attending training sessions as scheduled.

PEER SPECIALIST – OUTREACH

Page 4 of 4

Personal Growth and Development

The Peer Specialist is encouraged to continue to seek experience and training which will enhance his/her ability to work more effectively with clients and staff.

The Peer Specialist shall complete at least 40 clock hours of training the first year and 30 clock hours annually thereafter, and must meet annual BDAP training requirements detailed in 704.11, including mandatory HIV, TB and other health, and confidentiality training, . . . Education should include trainings reflective of the population served, and other areas including

1. Ethics
2. Confidentiality
3. Assessment of Needs
4. Boundaries
5. The disease of addiction
6. Principles of Alcoholics Anonymous and Narcotics Anonymous
7. Pharmacology

Supervision

The Peer Specialist does not usually function as a supervisor.

The Peer Specialist is supervised by the Peer Program Facilitator or a designee of the Executive Director..

Signature of Employee

Date _____

Signature of Supervisor or Agency Director

Date _____

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Proposed Management Plan

6.a)1) Aldie will market this program to individuals and families regardless of race, religion or sex to individuals and families experiencing homelessness or inadequate housing who are in recovery from chemical dependency. The program will target persons who are graduating from early recovery transitional housing programs (halfway houses and sober houses) as well as those who have achieved 12 months of abstinence in other circumstances but are struggling with issues of homelessness or inadequate housing that meets the definition of homelessness by McKinney-Vento Act and threatens their continued recovery or family stability. Aldie works closely with Bucks County Children and Youth, Lenape Valley Foundation, Penn Foundation and Perinatal Mental Health, as well as a number of inpatient facilities, shelters and transitional housing organizations that regularly refer clients needing long term recovery support. Credentialed as a Co-Occurring competent treatment facility by the Pennsylvania Department of Health and the Office of Mental Health and Substance Abuse Services, the organization is uniquely qualified to provide comprehensive support services to persons challenged, not only with chemical dependency but also those with co-occurring mental health problems. The marketing program will target:

Our own substantial (2,500) caseload of persons struggling with chemical dependency and co-occurring disorders who are currently homeless.

Persons graduating from Halfway and transitional housing programs,

Mental Health Service Providers and shelters, and

Children and Youth Social services.

See attachment Brochure

6.a)2). Aldie will utilize an applicatory method of screening procedure to determine tenant eligibility (meets the McKinney-Vento definition of homeless) and certification of income (payroll documents, letter from employer and W2) (See attachment 2-1). Consequent to this information, the criminal background check will be utilized to verify an applicant's criminal history. A subsequent check will be utilized to verify no new or pending charges of a magnitude that would disqualify an applicant of entrance into the recovering community. The following crimes committed in the past five years are disqualifiers for entrance into the program:

- A. Assault
- B. Battery
- C. Possession for sale of controlled substances
- D. Burglary
- E. Weapons charges
- F. Any crime against persons

Each applicant will voluntarily submit to a Urine Drug Screen at time of application and prior to move in date. As such, any positive UDS results will result in disqualification for entrance into the program. Applicants who have received past treatment for substance abuse and or co-occurring disorders will be asked to verify their treatment experience by providing a copy of their discharge summary or letter verifying treatment and their treatment outcome. Additional reference letters from an applicant's twelve step sponsor (and or other support group members), church leader or other adjunct support group member will need to be provided to verify active engagement in a recovery maintenance program adjunct from a treatment program.

Applications that are in waiting will be reviewed bi-weekly by the program manager or designee. The program manager will purge the waiting list based on disqualifying factors, change in status (verified by applicant and program manager) as well as UDS results from time of application.